

CARVER PUBLIC SCHOOLS
MEMORANDUM OF AGREEMENT

MIDDLE HIGH SCHOOL PRINCIPAL
Administrative Position

This Memorandum of Agreement is made by and between the School Committee of the Town of Carver ("Committee"), [REDACTED], the Superintendent of Schools ("Superintendent") and [REDACTED] ("Administrator") of Duxbury, MA.

In consideration of the promises and mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 EMPLOYMENT

The Superintendent and Committee hereby agree to employ [REDACTED] as the Middle/High School Principal for the period July 1, 2019 – June 30, 2022. The terms of this contract shall be extended one additional year beyond the contract's expiration date unless the Superintendent gives written notification of non-extension in writing sixty (60) days prior to expiration.

2.0 SALARY & BENEFITS

The salary for the position for FY20 will be \$129,000, for FY21 will be \$132,000, and for FY22 will be \$135,000.

Professional Conferences & Memberships

The Committee will pay up to a total of \$1,000 per year for professional memberships and conference expenses incurred by the Administrator provided the professional membership or conference has been approved in advance by the Superintendent. The Committee will not reimburse travel and lodging expenses for out-of-state conferences.

Course Reimbursement

The administrator shall be reimbursed for the cost of the course(s) taken for professional development, and completed with proficiency, provided that said course(s) have (has) been approved in advance by the Superintendent of Schools.

The administrator shall be eligible for an annual tuition reimbursement of \$4,000 (This will be in lieu of the \$1,000 allocation normally available) for courses in doctoral programs that are approved by the Superintendent of Schools and other approved professional development.

- Participants must remain in good standing in their programs;

- Participants who receive reimbursements under this program for one year must remain in the district for one year of service after the last year of reimbursement;
- Participants who receive reimbursements under this program for two or more years must remain in the district for two years of service after the last year of reimbursement;
- The School Committee reserves the right to limit the number of years of an individual's participation in this program.

Milage

\$1,500 per year will be provided as a stipend for school related travel expenses.

Insurance & Annuity

The Administrator may participate in any group insurance and/or annuity plans provided to other employees of the Town of Carver including but not limited to the Contributory Benefits Plan.

3.0 WORK YEAR

The work year will be students' school year plus 40 days for a total of 220 work days. Work days beyond the school year will be scheduled in consultation with the Superintendent, normally between July 15th and August 15th. There will be no annual paid vacation.

4.0 LEAVES OF ABSENCE

Personal Sick Leave

Effective September 1 of each school year, the Administrator will be credited with eighteen (18) days sick leave whether or not he/she reports for work on that day. Such leave not used in the year in which it is granted shall be accumulated for use in subsequent years to a maximum of two hundred (200) days. Once the maximum sick leave of two hundred (200) days has been accumulated, further sick leave will be deducted from the present year's sick leave allowance without affecting the accrued two hundred (200) days unless sick leave in that particular year exceeds eighteen (18) days. Any leave accrued in Carver up to the effective date of this Agreement will be carried forward as a part of the maximum accumulation allowed pursuant to this section. The Administrator shall be notified in writing by October 1 of each school year of the total number of sick leave days accrued to that date.

Family Illness

A maximum of ten (10) accumulated sick days may be used as Family Sick Leave to attend to the needs of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, or a person who is a member of the Administrator's immediate household.

Business Leave

The Administrator will be granted two (2) days personal leave annually for reasons of personal business. Except in cases of emergency, the SUPERINTENDENT (or a designee)

must be notified one (1) day in advance of intent to take such leave. No reason need be given for the utilization of such leave.

Bereavement Leave

Up to four (4) days per year will be granted as bereavement each time there is a death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, or of a person who is a member of the Administrator's immediate household. At the discretion of the Superintendent and upon written application, additional temporary leave may be granted under this section.

5.0 JURY DUTY

An Administrator called to serve as a juror shall continue to receive their regular compensation; however, the Administrator must reimburse the School Department for any compensation received from the Court in excess of reimbursement for expenses.

6.0 PROTECTION AND INDEMNIFICATION

The Committee shall protect and indemnify the Administrator to the extent permitted and in accordance with the provisions of Massachusetts General Laws.

7.0 SEPARABILITY AND SAVINGS CLAUSE

In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, then all other portions of this Agreement shall remain in full force and effect.

8.0 EVALUATION

Goals and Objectives

Each school year, the Superintendent and the Administrator will meet to establish goals and objectives for the school year.

Evaluation

The Superintendent will evaluate the performance of the Administrator at least once a year on or before August 31st. This evaluation will be based upon the following criteria: (1) this contract; (2) the job description; (3) the specific goals that have been reduced to writing and given to the Administrator by October 1st of the school year to which they apply; (4) performance standards for administrator as established by the Massachusetts State Board of Education; (5) the policies of the COMMITTEE; and (6) any directives issued by the SUPERINTENDENT in writing and given to the Administrator.

Personnel Files

The Employee shall be permitted to inspect the contents of his/her personnel file, and to receive one copy of every document contained in said file.

No material derogatory to the Employee’s conduct, character, service or personality will be placed in his/her personnel file unless the Employee has had an opportunity to review such materials. The Employee will also have the right to submit a written response to such material, and his/her responses shall be reviewed by the Superintendent and attached to the file copy.

9.0 RESIGNATION - NON-RENEWAL - DISMISSAL

In the event that the Administrator desires to terminate this AGREEMENT before the term of service shall have expired, the Administrator may do so by giving at least ninety (90) days written notice of such intention to the Superintendent, with a time for such termination to be jointly established between the Administrator and the Superintendent.

The Superintendent may, with notice to the Administrator, terminate this contract at the Superintendent’s sole discretion, with or without cause, within ninety (90) days of its effective date.

The Superintendent may terminate this contract at any time during its term due to reduction in force or reorganization resulting from declining enrollment or other budgetary reasons.

Notwithstanding any provision to the contrary, the Superintendent may dismiss or demote the Administrator, and thus terminate this contract, for good cause. As used herein, “good cause” shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event this contract is terminated for good cause, the Administrator shall be so notified in writing. Upon request of the Administrator, he/she may meet with the Superintendent to review the decision.

In the event this contract is terminated, any and all financial and other obligations by either party shall cease.

IN WITNESS OF THIS AGREEMENT, the parties hereto affix their hands and seals:

Employee _____ Date _____

Carver Public Schools, Superintendent _____ Date _____