

Contract for Employment

between the

Sherborn Public Schools

and


Pine Hill Elementary School Principal

July 1, 2017 – June 30, 2019

This contract is made this 1st day of July, 2017, by and between the Sherborn Public Schools, acting through Interim Superintendent William H. McAlduff, ("Superintendent"), and [REDACTED], [REDACTED] collectively referred to as "the parties".

In consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

Article I - Employment

The Schools hereby agree to employ [REDACTED] as Principal of Pine Hill Elementary Schools for a period to commence as of July 1, 2017 and to end on June 30, 2019. The terms of this contract shall be extended one additional year beyond the contract's expiration date (i.e., through June 30, 2020) unless the Superintendent gives written notice of non-extension in writing ninety (90) days prior to expiration. As Principal, [REDACTED] will work a twelve-month year.

Article II - Compensation

[REDACTED] hereby accepts such employment at the annual salary of \$132,651 for the first year of this agreement. The Superintendent agrees to pay said salary biweekly.

The Superintendent will make every effort to meet with [REDACTED] no later than June 1st of each year in order to establish the salary for the next school year providing, that said salary shall not be less than the salary then in place.

Article III - Duties

[REDACTED] shall perform faithfully, to the best of her ability, the duties of Principal, including, but not limited to those set forth in the policies and procedures of the Schools and those specifically set forth in Appendix A of this agreement.

Article IV - Dismissal

Notwithstanding any provision to the contrary, the Superintendent may termination this contract at any time during its term due to reduction in force or reorganization resulting from declining enrollment or other budgetary reasons.

The Superintendent may dismiss, demote or discharge [REDACTED] prior to her completion of three full consecutive years of service and thus terminate this contract, for any reason rationally related to the operation of the school department. In such cases the Principal may not seek review of such decision by filing a demand for arbitration. The sole remedy shall be by court proceedings. The judicial dispute, if any, shall be limited to the determination of damages under the Contract.

The Superintendent may dismiss or demote the Principal, and thus terminate this contract for good cause and in accordance with the procedures contained in Massachusetts General Law, Chapter 71, Section 41, if she is eligible to elect such procedures by virtue of service for three or more consecutive years.

Article V - Resignation

There shall be no penalty for release or resignation by [REDACTED] from this contract provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon ninety (90) days notification from [REDACTED] unless the Superintendent fixes a different time at which the resignation or release is to take effect.

Article VI - Salary Deductions

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security (FICA), Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

Article VII – Principal Licensure

[REDACTED] shall furnish and maintain, throughout the term of this contract, a valid and appropriate license qualifying her to act as Principal in the Commonwealth, as required by M.G.L. c. 71 sec. 38G.

Article VIII - Indemnification

The Schools shall fully indemnify [REDACTED] in an amount not to exceed one million dollars for all personal financial loss and expenses, including legal fees and costs, arising out of any claim, action, award, compromise, settlement, or judgment attributable to any act or omission of [REDACTED] while acting within the scope of her duties or employment. Such indemnification may be provided by insurance or otherwise.

Article IX - Complaints/Suggestions

The Superintendent shall promptly refer to [REDACTED] for her study and recommendation all criticisms, complaints and suggestions brought to the Superintendent's attention. Ms. Brown shall investigate and consider the same and report thereon to the Superintendent as soon as feasible thereafter.

Article X - State Retirement Association

The Principal shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, sec. 2.

Article XI - Annual Vacation and Holidays

A. [REDACTED] shall be entitled to twenty-five (25) paid vacation days annually, which shall accrue in equal installments at the end of each fiscal quarter. Unused vacation days may not be carried over into any subsequent year, unless with the Superintendent's approval which shall be considered only under extenuating circumstances.

B. Holidays - The Principal shall not be required to work on the following holidays:

| | |
|-------------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Day before Christmas Day |
| | Christmas Day |

Article XII - Attendance at Education Conferences, Meetings and Graduate Courses

- A.** The Superintendent shall encourage [REDACTED] to attend and participate in significant educational meetings or state and national professional organizations concerned with the advancement of education as well as at universities and other institutions whose efforts are dedicated toward the study and development of teaching and learning. Prior approval of the Superintendent is required, and reasonable registration and travel expenses shall be reimbursed to [REDACTED] as agreed before said conference/meeting participation. With prior approval of the Superintendent the district will pay tuition costs for one graduate course per year.
- B.** Professional Leaves - [REDACTED] may be away from her regular daily duties on recruiting duty, visiting days at other schools, approved speaking engagements, or in attendance at educational meetings as the representative of the Schools, or in other activities specifically approved by the Superintendent, shall be considered as being engaged in the performance of her duties.
- C.** [REDACTED] may be away from her regular duties to serve on committees and as officer of the regional, state, or national professional organizations, provided prior approval is obtained from the Superintendent.

Article XIII - Leaves of Absence

- A.** Sick Leave - Sick leave for [REDACTED] will be made up of the following elements which, when added together, will determine the sick leave entitlement at the beginning of a contract year.
1. The sick leave in existence for the forthcoming contract year (18 days) and for each year during the duration of the agreement.
 2. Unused sick leave days will accumulate to a maximum of 200 days.
 3. The Superintendent may approve additional sick days, if needed, for a serious illness.
- B.** Personal and Professional Days - Three personal days per year. Professional days are subject to the approval of the Superintendent.
- C.** Military Leave – [REDACTED] shall be granted a maximum of ten (10) days per school year if called into active duty of any unit of the United States Reserves or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session and a statement to that effect is obtained from the unit commanding officer. [REDACTED] shall be paid

the difference between her regular pay and the service pay.

- D. Leaves taken for reasons set forth in B or C shall not be charged against any accumulated sick leave.
- E. All benefits to which [REDACTED] was entitled at the time of her leave of absence under this Article, including unused accumulated sick leave, shall be restored to her upon her return; and she will be assigned to the same position which she held at the time said leave commenced, if available.
- F. Except in the cases of leave under Section A above, requests for leave of absence shall be in writing, addressed to the Superintendent, shall state the purpose of the leave, and shall specify the period for which the leave is requested.
- G. Request for leave for religious reasons and bereavement purposes shall be submitted to the Superintendent in writing and will not be unreasonably withheld.

Article XIV - Performance Review (Evaluation)

- A. [REDACTED] will meet with the Superintendent periodically to review overall performance. Any area of concern about performance will be communicated to [REDACTED] when the concern arises, and discussed with the goal of improving performance in this area. To help achieve this goal, the Superintendent will offer constructive suggestions.
- B. The Superintendent will evaluate [REDACTED], in writing, by June 1st each year.

Article XV - Insurance and Annuity

- A. Insurance - [REDACTED] is eligible to participate in the Town of Sherborn insurance plan, which includes life insurance, dental insurance, and medical and hospital benefits.
- B. Tax-Sheltered Annuities - [REDACTED] may participate in tax-sheltered annuities in accordance with the Internal Revenue Code and the General Laws of Massachusetts. [REDACTED] may purchase and/or revise, with the approval of the Superintendent, an individual or group annuity plan any time during the contract year.

Article XVI - Entire Agreement

This contract may not be changed except by writing signed by the party against whom enforcement thereof is sought. This contract will remain in effect even though a Superintendent may leave the system and be replaced.

Article XVIII- Invalidity

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

In Witness Whereof, the parties to this contract have caused the presented to be executed this ____ day of June, 2017 in Dover, Massachusetts.

Principal, Pine Hill Elementary School

William H. McAlduff, Jr.
Interim Superintendent of Schools

Date

Date