

GLOUCESTER PUBLIC SCHOOLS  
Gloucester, Massachusetts

**Contract Agreement Between**  
**The Gloucester Public Schools District**  
**&**  
**ADMINISTRATOR (School Principal)**

Agreement made this **1st** day of **July 2015**, by and between the Gloucester School District in Essex County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and **Administrator**. Said District has and does hereby employ said **Administrator** as **Principal of Public School** on **July 1, 201\_**. Both parties agree that said employee (hereinafter referred to as the "**Principal of Public School**") shall perform the duties of **Principal of Public School** prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Gloucester School Committee under the direction of the Superintendent.

The parties hereto agree as follows:

**1. EMPLOYMENT**

The District hereby employs **Administrator** as **Principal of Public School**. The administrator hereby accepts such employment on the following terms and conditions:

**2. TERMS**

The term of employment set by this Agreement shall be in the period commencing, **July 1, 201\_**, and ending **June 30, 201\_**. This Agreement shall be

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automatically renewed and shall remain in full force and effect from July 1 through June 30, unless either:

1. the employee notifies the Superintendent at least **one hundred twenty (120)** days prior to June 30, 201\_ (February 28) or any June 30, thereafter, of such employee's wish to modify or terminate this Agreement: the Superintendent of Schools has discretion in this matter at the request of the administrator; or
2. the Superintendent notifies the employee at least **one hundred twenty (120)** days prior to June 30, 201\_ (February 28) or any June 30, thereafter, of his/her proposed non-renewal of this Agreement or his/her wish to modify this Agreement.

The Gloucester Public Schools reserves the right to transfer an employee to another position without loss of compensation.

**3. COMPENSATION**

**A. Annual Salary**

The administrator shall be paid an annual salary, of **\$Dollars**, effective **July 1, 201\_ to June 30, 201\_**. Said salary will be payable in 26 equal installments, in accordance with the rules of the School Committee governing payment of other professional staff members employed by the School Committee. The work year as Principal shall be **210** days. The specific days will be at the discretion of the Superintendent of Schools. Administrators are normally expected to be at work during the school year, and in the period immediately before the opening of school and after the end of the school year. Before July 1, the administrator shall submit a list of proposed workdays for the ensuing year for approval. In the case of administrators who report to someone other than the Superintendent, the proposed workdays will be submitted to the immediate supervisor for

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approval prior to submission to the Superintendent. Salary adjustments will normally be made on July 1, and when possible, decisions as to the amount of the adjustment will be made on or about April 15 of each succeeding year. Should the administrator be hired after July 1, the compensation shall be prorated to the starting date of this contract with June 30 being the last day of the contract year. Any increase in compensation during the period of the contract shall be conditional upon satisfactory performance. As a general principle, the district will maintain an alignment between increases in teachers' compensation, and that of administrators. This agreement takes into consideration the experience, job performance, and the level and scope of responsibility of the administrator. This agreement may be reviewed at the request of either party during the term of the contract.

**B. Discussion of Terms and Conditions**

It is expressly agreed that the employee shall, upon written request, be entitled to meet and discuss the terms and conditions of his/her employment with the Superintendent or the Superintendent's designee. The district recognizes the right of the employee to obtain and utilize legal counsel in this process.

The parties agree that discussions shall commence no later than sixty (60) days prior to June 30. It is further expressly agreed that during these discussions, the parties shall be required to engage in good faith efforts to reach agreement, which may include presenting relevant data, exchanging points of view, and making proposals and counter proposals. The

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Superintendent agrees to make available for inspection by the employee or the employee's counsel, upon written request, all relevant and necessary information to the extent required by law.

**C. 403(b) Plan**

Administrators included in this agreement will be eligible for the 403(b) annuity plan as defined in Article 32, Section A, of the Gloucester School Committee/Gloucester Teachers Association Agreement as may be amended from time to time and in accordance with IRS regulations.

**D. Professional Development Longevity**

Research indicates that there is a relationship between the effectiveness of administrators and the length of their experience in a position. If the administrator agrees to (1) re-sign and (2) maintain a current Massachusetts license as required by Chapter 71, Section 38G of the Acts of 1993 and held throughout the period of the contract, the administrator shall be entitled to the following longevity payments from the date of the first contract as an administrator:

The third and fourth consecutive year	\$1,000
The fifth, sixth, and seventh consecutive year	\$1,500
The eighth, ninth, and tenth consecutive year	\$2,000
The eleventh consecutive year, and more	\$2,500

The longevity payments will be paid in a lump sum on or about the first payroll in December.

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**4. TERMINATION**

The parties will abide by the legal and due process requirements contained in Massachusetts General Law Chapter 71, Section 41. The Superintendent of schools may suspend, demote or dismiss **Administrator** for good cause. "Good cause" shall mean any ground which is put forth by the Superintendent of schools in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient and effective school system.

In a challenge to a discharge of the administrator, the authority of the arbitrator shall be limited to an award for prorated back pay damages for the balance of the contract term after the discharge.

In circumstances in which there needs to be a reduction in the number of administrators as determined by the Superintendent of Schools or action taken by the School Committee, the administrator shall be given as much notice of termination as is practicable.

**5. CERTIFICATE**

**Administrator** shall furnish and maintain during the term of this Agreement a valid and appropriate certificate qualifying him/her to act in his/her position as required by Chapter 71, Section 38G.

**6. DUTIES**

**Administrator** shall perform faithfully and to the best of his/her ability the duties of **Principal of Public School** pursuant to Chapter 71, Section 59B, the job description of his/her position, and all other duties assigned to him/her under the

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supervision and direction of the Superintendent of Schools or his/her designee which lie within the scope and purpose of the job. The administrator will perform his/her duties in a manner that reflects the high standards of personal conduct and ethical behavior expected of the holder of a public leadership position within a public school.

Although the work year for the **Principal of Public School** may not be the full year, it is expressly understood by both parties that such employee shall bear full year-round responsibility for his/her position duties.

**7. SICK LEAVE**

The **Principal of Public School** shall be credited with fifteen (15) days of sick leave each contract year to be used in the event of personal illness or injury. Sick leave may be accumulated up to a maximum of one hundred eighty-five (185) days. There will be no "sick leave buy back". The **Principal of Public School** will be credited with sixty (60) sick leave days at the commencement of employment in this position.

**8. BEREAVEMENT LEAVE**

- A. In the event of a death in the administrator's shall be allowed up to five (5) working days absence immediately before and/or immediately after the funeral, without loss of pay, on account of a death in the immediate family. "Immediate family" is interpreted as meaning father, step-father, mother, step-mother, domestic partner, child, step-child, foster child, husband or wife, brother, step-brother, sister, step-sister, grandparents, step-grandparents, grandchildren, step-grandchildren, or any person who

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was permanently living in the same home as the employee at the time of death.

- B. An administrator may be allowed up to three (3) working days absence immediately before and/or immediately after the funeral, without loss of pay, on account of a death for a father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparent-in-law.
- C. Any administrator, if excused by the Superintendent, may be absent one (1) workday at any time to attend a funeral. If more bereavement days are needed, the Superintendent may grant additional days.
- D. Special circumstances related to a death can always be discussed with the Superintendent.

**9. PERSONAL LEAVE**

Three (3) personal days, which may be consecutive, will be provided upon the approval of the Superintendent who may waive the maximum number of days allowed. Requests shall be limited to items of personal business and emergencies, which cannot be dealt with during the after school, evening, and weekend periods.

**10. FAMILY AND MEDICAL LEAVE ACT**

The District will comply with all the requirements of the Family and Medical Leave Act of 1993. The administrator shall not be regarded as a “key employee” within the terms of the Act.

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**11. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. With prior approval, the District will pay (up to \$1,000 per year) of the reasonable expenses (including fees, meals, lodging, and transportation) for attendance at workshops, seminars, conferences, or other professional improvement meetings in the continental United States.
- B. The District agrees to pay 100% of travel expenses, fees, meals, and lodging for those conferences, which the Superintendent requires.
- C. Subject to available funds, the administrator will be entitled to reimbursement of the full cost of up to two (2) approved courses satisfactorily completed during the twelve (12) month period commencing July 1. An administrator may be reimbursed hereunder for no more than three (3) credit hours per approved course. An administrator shall be reimbursed for a course up to the cost of a three-credit graduate course at the University of Massachusetts (Lowell). In order to qualify for reimbursement hereunder, a course must be approved in advance by the Superintendent and have commenced subsequent to the execution date of the Agreement. Satisfactory completion is defined as a grade of "B" or better, "Pass" in a pass/fail system, or a certificate indicating "Satisfactory Completion" if specific grades are not used. An "approved" course is one which is a subject closely related to the discipline in any area that would directly affect the role of and be beneficial to the growth of the administrator and for which approval for reimbursement from the Superintendent has been obtained prior to the administrator starting the course. Courses other than those earning university credit may be



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accepted for tuition reimbursement at the discretion of the Superintendent. The Superintendent's decision on whether to approve a course is final and binding.

- D. In addition to the reimbursements referred to in this section, an administrator may submit to the Superintendent a request for a professional development payment for in-service workshops and/or the development and/or implementation of new programs designed to advance the system-wide goals.

**12. INSURANCE**

- A. The employee shall be eligible to participate in the City of Gloucester group insurance plan in accordance with the terms and conditions established by the City of Gloucester and the terms and conditions of the contracts of insurance between the City of Gloucester and the insurance carrier. The District's contribution rate towards the monthly premiums for any health, life, or disability coverage obtained by the employee pursuant to this paragraph shall be consistent with the rate paid for other employees of the district.
- B. Liability Insurance - The administrator shall be covered under the umbrella policy of the City of Gloucester for liability coverage while engaged in his/her duties as a Gloucester Public Schools administrator.

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**13. EVALUATIONS**

The Superintendent of Schools shall evaluate the performance of the **Principal of Public School** in writing at least once annually not later than June 30; except that if the Superintendent of Schools is to decide not to renew an administrator's contract under Section 2.2 of this agreement, an evaluation shall be completed prior to April 1. The evaluation shall be based upon

1. the duties and responsibilities contained in the administrator's job description;
2. the principles of evaluation as presented and called for under Chapter 71, Section 38, as amended by the Education Reform Act of 1993;
3. the processes and procedures as contained in the Policy Manual of the Gloucester School Committee;
4. the policies and directives of the Superintendent;
5. the annual School Improvement Plan goals approved by the Superintendent; and,
6. the goals mutually agreed upon by the administrator and the Superintendent.

Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

**14. PROTECTION OF ADMINISTRATORS**

The administrator shall immediately report to the Superintendent any instance of abusive conduct, torts, or assault suffered by him/her in the course of his/her employment. The administrator will not suffer loss of pay or sick leave benefits as a

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result of such reported assault. The Committee will, upon request of such administrator, provide legal support pursuant to the provisions of M.G.L., Chapter 258.

**15. MILEAGE REIMBURSEMENT**

Administrators who are assigned to more than one (1) school and who are required to use their own vehicles in the performance of their duties and responsibilities shall be reimbursed for all required mileage at the rate set by the IRS if such mileage is covered by a voucher. Alternatively, the Superintendent of Schools may at his or her discretion approve a fixed vehicle allowance on the basis of frequent and substantial use of a vehicle on district business.

**16. TAX-DEFERRED ANNUITY**

The Committee, at the request of the administrator and in accordance with Massachusetts law, shall withhold and transfer an amount of salary, as designated by administrator, annually, semi-annually, or monthly, to a tax-deferred annuity program chosen by administrator.

**17. CURRICULUM WORK**

The Employee shall be compensated for teaching in-service courses and other similar curriculum-related work pursuant to the same formula by which teachers are compensated for their curriculum work pursuant to the Professional Development and Educational Improvement clause of the teachers' contract.

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**18. ENTIRE AGREEMENT**

This Agreement embodies the entire understanding and agreement between the District and the **Principal of Public School** and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in writing signed by both the District and the **Principal of Public School**. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

**19. VALIDITY**

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this **1st** day of **July 2015**.

\_\_\_\_\_  
**Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Superintendent of Schools**

\_\_\_\_\_  
**Date**