

Lincoln Public Schools
Lincoln, Massachusetts

CONTRACT of EMPLOYMENT

Between

The Lincoln Public Schools

and

██████████

In compliance with the Lincoln School Committee guidelines on salary and working conditions for administrative personnel, this CONTRACT is made on this 15th day of June 2017, by and between, ██████████, Superintendent of Schools (the "Superintendent"), and ██████████, Principal of the Hanscom Middle School ("Principal"). In consideration of the promises contained herein, the parties mutually agree as follows:

The Principal shall faithfully perform to the best of his ability the duties of Principal of the Hanscom Middle School according to the Job Description for the Principal as it may be amended from time to time by the Superintendent and applicable Massachusetts General Laws governing public education. The relationship between the Superintendent and the Principal shall be based on a deep commitment to work collaboratively for the benefit of the children and the general community served by the Lincoln Public Schools, and it shall reflect a clear understanding that the Lincoln School Committee is the establishing agent of all school system policy and that the Principal, with the advice and consent of the Superintendent, has the responsibility to administer said policy in a sound, fair and ethical manner.

2. TERM

This Contract shall cover the Principal's employment for the period commencing on July 1, 2017 through June 30, 2020.

If the Superintendent does not notify the Principal at least sixty (60) days prior to the stated expiration date that this Contract will not be renewed, it will automatically renew for one additional year, as provided in M.G.L. c.71, §41.

3. CERTIFICATION

The Principal shall furnish and maintain throughout the term of this Contract, a valid and appropriate principal license from the Massachusetts Department of Education to act as Middle School Principal, as required by Massachusetts General Law Chapter 71 § 38G.

4. LENGTH OF WORK YEAR

The Principal shall be employed two hundred fifteen (215) days, consisting of one hundred and eighty-five (185) teacher days and an additional thirty (30) days to be scheduled by the Principal and approved by the Superintendent.

5. EVALUATION

The Superintendent recognizes the district's obligation to provide an annual written evaluation of the Principal's performance. Accordingly, the Superintendent shall work with the Principal at the beginning of the school year to review and approve annual goals. On or before June 30th of each fiscal year, the Superintendent shall furnish the Principal with a written evaluation of his performance, based upon the job description, annual goals, and the Massachusetts Department of Education's "Standards and Indicators of Effective Administrative Leadership Practice."

6. REGULAR COMPENSATION

The Principal's regular compensation shall include, in consideration for services provided:

A. SALARY

The Committee shall provide the following salary as part of the Principal's compensation for all services rendered:

1. Salary

The Committee shall pay the Principal an annual salary of one hundred thirty-five thousand seven hundred fifty four dollars (\$135,754) for the 2017 - 2018 school year. This annual salary rate shall be paid to the Principal in accordance with the schedule of salary payments in effect for other professional employees.

2. Annual Renegotiations

The parties will meet in each year of this Contract at least thirty (30 days) prior to the commencement of a new fiscal year to renegotiate salary, benefits and compensation to be paid to the Principal in the new school year.

3. Payment Schedule

The Principal's salary, benefits and compensation shall be paid in equal installments in accordance with district practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the Principal or his estate in the pay period next following same of upon appointment of a fiduciary for the estate.

4. Reduction Only with Consent

The Principal's salary shall not be reduced during the life of this Contract or any addendum, modification or amendment hereto without his written consent.

B. INSURANCE AND OTHER REGULAR COMPENSATION FOR SERVICES

1. Workers' Compensation

To the extent that the General Laws allow, the Lincoln School System shall provide compensation for the Principal if he is disabled as a result of an injury arising out of or in connection with his service to the schools. The Principal may request, and the Superintendent may authorize, use of the Principal's accumulated sick leave to supplement the difference between the Workers' Compensation payments, including dependency allowances, and the

Principal's regular rate of pay.

2. Group Health Insurance

The Town of Lincoln Health Insurance Program available to employees of the Committee shall be made available to the Principal on the same terms and conditions as are applicable to other employees of the Town of Lincoln.

3. Disability Insurance

The School Committee shall pay the annual premium of the cost of the Principal's disability income insurance. Said payments shall be made directly to the insurance provider.

4. Annuity

Included as part of the Principal's regular compensation shall be an annual payment by the Committee of \$2,500 for 2017 - 2018 to an insurance company or other annuity program of the Principal's choice for an annuity contract consistent with M.G.L. Chapter 71 §37B, and section 403(b) of the IRS Code and applicable Massachusetts Teaching Retirement Board and Public Employee Retirement Administration Regulations. This sum shall be in addition to, and not deducted from the salary paid to the Principal under Article 6. The Principal may add his own contribution to the annuity payment by the Committee. Said payment will be made according to the regular bi-weekly pay periods.

5. Longevity

Effective September 1, 1995, Principals with six (6) years of service as a Principal in the Lincoln Public Schools shall receive a longevity bonus of \$500 per year. Principals with eight, twelve, and sixteen (8, 12, and 16) years of services shall receive a bonus of \$1,000, \$1,500, and \$2,000 per year respectively.

6. Compensatory Days

In the event the Principal finds it necessary to work additional days beyond those required, he may request compensatory days from the Superintendent. To be granted compensatory days, the Principal must first notify the Superintendent in writing of his intent to work additional days and of his desire to be granted compensatory days. Written notification must be submitted five (5) days in advance of working the additional day(s). If the Principal's request is approved, he will confer with the Superintendent and determine a mutually acceptable time for the compensatory day(s) to be taken later in the year. A maximum of five (5) compensatory days may be granted in any one year. Compensatory days are non-cumulative. Compensatory days will be paid at the per diem rate.

7. Travel Reimbursement

The Principal shall be paid a sum of \$500 per year for the use of his personal vehicle for travel in the district and work related travel out of the district.

8. Professional Conferences, Memberships, and Other Travel Expenses

The Principal shall be entitled to reimbursement for travel related expenses and reasonable necessary food, lodging and registration expenses for professional conferences, membership in up to two (2) professional organizations or coursework up to a maximum of \$1,700 per school

year upon presentation of bills or other documentary evidence of payment. The Superintendent shall approve attendance at conferences, memberships or registration for graduate level course work in advance.

9. Tuition Reimbursement

The Lincoln Public Schools shall reimburse the Principal for tuition costs related to furthering his education up to \$2,000 per year.

C. PAID LEAVES

1. Sick Leave

The Principal shall be credited with 15 sick days annually commencing on July 1, 2017 and the first day of each succeeding fiscal year. The Committee may add such other number of sick days as necessary and for the limited purpose of meeting waiting period requirements of the Principal's disability policy.

Sick days may accrue to a total of 180 days. Accumulated sick leave will not be used for salary settlement purposes.

2. Absences Due to Family Illness or Death

In case of the illness or death of an immediate family member, close relative or close friend, the Principal shall be allowed five (5) days' absence, per death, in a school year with full pay. Such leave is non-cumulative.

3. Absence for Personal Reasons

The Principal may be absent for personal reasons up to five (5) days in the school year with full pay if such request for absence is submitted in writing by the Principal to the Superintendent five (5) days in advance. The Principal is not required to state the reason for the request. Personal leave is intended to be used in emergency situations for transacting or attending to imperative household legal business or family matters which are impossible to schedule during non-school hours. In making the request, the Principal must use his professional judgment before taking time away from duties.

Personal leave will generally not be granted for the day immediately before or after holidays and vacations. Personal days may not be used to get an early start on or lengthen a holiday or vacation, or to simplify travel arrangements.

In the case of emergency, notification can be made by phone to the Superintendent, followed by written notification after or during the absence.

Personal leave is non-cumulative.

4. Family Leave

The Parties recognize the rights of eligible employees under the Family and Medical Leave Act of 1993.

5. Sabbatical Leave of Absence

The Superintendent may grant to the Principal a sabbatical leave for approved study or travel if the Principal has seven years of experience in the Lincoln School system. Upon completion of the sabbatical the Principal shall not be eligible for a subsequent sabbatical for another seven years.

During the period of study or travel, the Principal will receive full salary for a half-year sabbatical leave, or half-salary for a full-year sabbatical leave, or full salary for half time for a full year.

Request for leave shall be made in writing to the Superintendent on or before November 15 for both September and January leaves in the following school year. If the Superintendent approves the sabbatical leave, she will review her decision with the Lincoln School Committee. If a request is denied, the Principal shall be notified in writing on or before the following February 15 of the reasons for denial.

Prior to the granting of such leave, the Principal shall agree with the Superintendent that upon termination of such leave, he shall return to service in the Lincoln Public School system for a period equal to twice the length of such leave. In the event that the Principal does not honor that commitment he shall repay the District any pay received during the sabbatical period.

The Principal applying for sabbatical leave shall file with the Superintendent as part of the request a sabbatical leave plan. The plan shall include a statement of aims and objectives including relevance to his role as an educator and the benefit to the district, and the procedures by which those aims and objectives are to be achieved. The Principal shall also make a report on his sabbatical leave to the Lincoln School Committee upon his return.

Upon returning from sabbatical, the Principal shall be assigned to the same or similar position held at the time of commencement of the sabbatical leave.

D. UNPAID LEAVES

1. Child-Rearing Leave

Following the birth of a child, the Principal shall be entitled to a child-rearing leave. Such requests are to be made at the time notification of paternity leave is given. Following the adoption of a pre-school age child, the Principal shall be entitled to a child-rearing leave pursuant to this Article. Under ordinary circumstances, such leave may only commence upon the completion of a semester period.

At the time a child-rearing leave is requested the Principal will advise the Superintendent whether he will return the September immediately following commencement of the leave or the following September. Leave taken pursuant to the Article shall be unpaid and must be consecutive, and the return to full-time employment shall constitute a termination of a child-rearing leave. In no event shall a Principal's child-rearing leave include time in more than two (2) school years. Such leave shall in no event equal or exceed one (1) complete school year.

Upon returning from child-rearing leave, where possible, a Principal will be returned to the same position or to a position similar to the position which such Principal held at the time the leave commenced. This section does not prevent an eligible employee from taking a child-rearing leave pursuant to the Family and Medical Leave Act of 1993.

2. Discretionary Leave of Absence Without Pay

The Superintendent may permit the Principal, after the Principal has served in the district for three consecutive years, to take up to one year's leave of absence without pay.

Requests for such leave should be submitted by December 1 prior to the September in which the leave starts. The Principal shall notify the Superintendent by February 1 of his intention to return the September following the termination of his leave.

7. DISCHARGE

The Superintendent may terminate this Contract before the term thereof shall have expired, for incapacity, conduct unbecoming a Principal, insubordination, failure to meet the district's performance standards or other good cause. The Principal will be notified, in writing, of the Superintendent's intent to terminate this Contract and his reasons therefore.

8. RESIGNATION

There shall be no penalty for release or resignation by the Principal from this Contract, provided no resignation shall become effective until the close of any school year in which this Contract is in effect, and that the Principal has given the Superintendent ninety (90) days notification, unless the Superintendent fixes a lesser period of time at which the resignation or release is to take effect.

9. SALARY DEDUCTIONS

This Contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, 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.

10. ENTIRE CONTRACT

This Contract embodies the whole Contract between the Superintendent and the Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party against whom enforcement thereof is sought.

11. INVALIDITY

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

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Contract in duplicate on the day and year first written above.

Date

FOR THE LINCOLN PUBLIC SCHOOLS:

_____, Superintendent Date