

EMPLOYMENT AGREEMENT
BETWEEN
THE MARBLEHEAD PUBLIC SCHOOLS
AND
XXXXXX XXXXXX

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "this AGREEMENT") is made between the Marblehead Public Schools, hereinafter referred to as the "DISTRICT", and XXXXXX XXXXXX (hereinafter referred to as the "PRINCIPAL"). This AGREEMENT will be effective July 1, 2016. For mutual consideration expressed herein, the DISTRICT and the PRINCIPAL (hereinafter collectively referred to as the "PARTIES") agree as follows:

1. EMPLOYMENT

The DISTRICT hereby employs XXXXXX XXXXXX as principal and an administrator in the Marblehead Public Schools and XXXXXX XXXXXX hereby accepts employment as a principal and administrator in the DISTRICT, subject to the terms and conditions hereinafter provided.

2. TERM

2.1 Duration: The PRINCIPAL shall be employed as a principal and administrator in the DISTRICT for three (3) years, from July 1, 2016 through June 30, 2019, except as this AGREEMENT may be otherwise extended by mutual agreement in writing or terminated as provided herein.

2.2 Non-Renewal: The Superintendent of the Marblehead Public Schools (hereinafter "Superintendent") shall provide the PRINCIPAL with written notice of the Superintendent's nonrenewal of this AGREEMENT at least sixty (60) calendar days prior to June 30, 2019; absent such notice, in accordance with Massachusetts General Laws chapter 71 section 41, this AGREEMENT shall automatically renew for a one-year period.

2.3 Negotiation of Successor Agreement: If the Superintendent is interested in continuing the employment relationship with the PRINCIPAL beyond June 30, 2019, the Superintendent shall provide the PRINCIPAL with written notice of intent to renew this AGREEMENT on or before December 30, 2018. If the PRINCIPAL is interested in continuing the employment relationship with the DISTRICT, he shall provide the Superintendent with written notice of his interest in

renewing this AGREEMENT on or before January 15, 2019. If the PRINCIPAL and the Superintendent both provide notice of their interest in renewing this AGREEMENT, the Superintendent and the PRINCIPAL shall engage in negotiations for a successor agreement to this AGREEMENT. Absent notice from the PRINCIPAL and/or Superintendent or in the absence of successful negotiations for a successor agreement to this AGREEMENT on or before March 1, 2019, this AGREEMENT shall automatically terminate on June 30, 2019, and the PRINCIPAL'S employment with the DISTRICT shall end on that date, unless this Agreement has automatically renewed for one year in accordance with section 2.2, above, because the Superintendent has not provided written notice of non-renewal as set forth in such section 2.2.

3. COMPENSATION

3.1 Salary: The PRINCIPAL will be paid a salary of one hundred and thirty-seven thousand dollars (**\$137,000**) per Contract Year. For purposes of this Agreement, the first Contract Year shall be from July 1, 2016 through June 30, 2017; the second Contract Year shall be from July 1, 2017 through June 30, 2018; the third Contract Year shall be from July 1, 2018 through June 30, 2019. Such salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the PRINCIPAL. Such salary shall be earned ratably throughout the Contract Year and shall be prorated for work of less than a full Contract Year. The PRINCIPAL'S salary shall be paid in equal installments in accordance with the procedures and policies governing payment of other professional staff in the DISTRICT. The salary for the second, third, fourth, and fifth Contract Years shall be determined by the Superintendent in accordance with applicable DISTRICT policies but shall not be less than **\$137,000.00**.

4. WORK YEAR AND WORK DAY

4.1 Work Year: The work year for the PRINCIPAL is twelve (12) months commencing July 1st of each Contract Year and ending the following June 30th. The PRINCIPAL shall devote his full time, skill, labor, and attention to the discharge of his duties as PRINCIPAL for the District.

4.2 Work Day: The PRINCIPAL recognizes that the proper performance of his duties and responsibilities will require the PRINCIPAL to work longer than the school day and that his/her duties and responsibilities are not confined to prescribed hours.

5. TRANSFER AND ASSIGNMENT

The PRINCIPAL shall be assigned to the Marblehead High School however the Superintendent may, after consultation with the PRINCIPAL, transfer or assign the PRINCIPAL to another PRINCIPAL position or positions within the DISTRICT.

6. DUTIES AND RESPONSIBILITIES

The PRINCIPAL shall be the educational administrator and manager of the school(s) to which he is assigned and shall supervise the operation and management of the school and property, subject to the supervision and direction of the Superintendent, or his/her designee. The PRINCIPAL shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the PRINCIPAL under:

- A. The statutes of the Commonwealth of Massachusetts including, without limitation, M.G.L. Chapter 71; and
- B. The job description attached hereto (Attachment A) which may be amended from time to time by the Superintendent; and
- C. The policies of the School Committee; and
- D. The annual improvement plan(s) and goal(s) of the school(s) to which the PRINCIPAL is assigned; and
- E. Regulations of federal and state agencies; and
- F. Directives of the Superintendent of Schools or his/her designee; and
- G. The provisions of this AGREEMENT; and
- H. The PRINCIPAL'S annual areas of concentration.

7. CERTIFICATION/LICENSURE

The PRINCIPAL shall furnish to the Superintendent and maintain throughout the term of this AGREEMENT a valid and appropriate certification/license issued by the Massachusetts Department of Elementary and Secondary Education ("DESE") qualifying him to work as a school principal in the Commonwealth of Massachusetts. The PRINCIPAL shall notify the Superintendent within twenty-four (24) hours of all actions by DESE to suspend or revoke his certification/license and all suspension and revocations of his certification/license.

8. **PERFORMANCE EVALUATION**

The Superintendent, or his/her designee, shall evaluate the performance of the PRINCIPAL and shall meet with the PRINCIPAL on or before June 15 of each Contract Year to discuss such evaluation.

9. **HOLIDAYS, LEAVE, AND EARLY RETIREMENT BENEFITS**

9.1 Holidays: The PRINCIPAL shall receive the paid holidays which are set forth in the Policy Statement – Benefits of Principals/Assistant Principals (“DISTRICT POLICY STATEMENT”), section 5, including amendments thereof during the term of this AGREEMENT.

9.2 Vacation Leave: The PRINCIPAL shall be entitled to the number of vacation days per Contract Year as is established by the DISTRICT POLICY STATEMENT, section 1, the rate at which such days are earned as specified therein, the scheduling of such days as specified therein, and the requirements regarding requests as specified therein, including amendments of such section 1 during the term of this AGREEMENT. A maximum of ten (10) days may be carried over from Contract Year to Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty (30) days.

9.3 Sick Leave: The PRINCIPAL shall be entitled to the number of sick leave days per Contract Year as is established by the DISTRICT POLICY STATEMENT, section 6, the accrual/accumulation of such days as specified therein, and the granting of such additional days as specified therein, including amendments of such section 6 during the term of this AGREEMENT.

9.4 Personal Leave and Bereavement Leave: Any other form of leave provided to the PRINCIPAL, including but not limited to personal leave and bereavement leave, shall be determined in accordance with the DISTRICT POLICY STATEMENT, section 3, including amendments of such section 3 during the term of this AGREEMENT.

9.5 Early Retirement: The PRINCIPAL shall be eligible to participate in the early retirement program in accordance with, and subject to all provisions of, the DISTRICT POLICY STATEMENT, section 2, including amendments of such section 2 during the term of this AGREEMENT.

9.6 DISTRICT POLICY STATEMENT: Attached hereto as Attachment B is the DISTRICT POLICY STATEMENT which is in effect on the date of this AGREEMENT. The parties recognize and acknowledge that, as set forth in the DISTRICT POLICY STATEMENT, section 12, the School Committee reserves the right to amend any provision in the DISTRICT POLICY STATEMENT at any time during the term of this AGREEMENT.

10. HEALTH INSURANCE

The PRINCIPAL may elect to obtain group health insurance generally available to employees and their dependents in the DISTRICT on the same terms and conditions as such insurance is generally available to other non-unionized employees in the DISTRICT, and the PRINCIPAL recognizes that the Town of Marblehead and the Marblehead School Committee may change such terms and conditions and such insurance from time to time.

11. PROFESSIONAL ACTIVITIES OUTSIDE OF THE DISTRICT

The PRINCIPAL may accept speaking, writing, lecturing or other engagements of a professional nature provided they do not interfere with or detract from his duties as PRINCIPAL, he has the prior written approval of the Superintendent, and the PRINCIPAL uses his accrued vacation leave to cover his absence(s), if any, for such approved speaking, writing, lecturing, or other professional engagements.

12. TUITION REIMBURSEMENT AND PROFESSIONAL GROWTH AND DEVELOPMENT FUNDS

The PRINCIPAL will be eligible to apply for tuition reimbursement and professional growth and development funds in accordance with the DISTRICT POLICY STATEMENT, sections 7 and 11, including any amendments of such sections 7 or 11 during the term of this AGREEMENT. Section 9.6 of this AGREEMENT, above, is incorporated herein by reference.

13. SUSPENSION, DEMOTION, AND DISMISSAL; TERMINATION OF EMPLOYMENT AGREEMENT

13.1 Demotion and Dismissal: During the term of this AGREEMENT, the Superintendent may demote the PRINCIPAL from his position as principal or may dismiss the PRINCIPAL and terminate this AGREEMENT for lack of funds, reorganization, insubordination, incompetency, incapacity, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put

forth by the Superintendent that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school or school district. Prior to any dismissal or demotion for cause, the Superintendent shall provide the PRINCIPAL with written notice of intent to dismiss or demote with an explanation of the grounds for the dismissal or demotion and, if the PRINCIPAL so requests, he shall be given a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision at a meeting with the Superintendent. The PRINCIPAL may be represented by an attorney or other representative at such meeting, at the PRINCIPAL'S own expense. At such a meeting with the Superintendent, the PRINCIPAL shall have the opportunity to present information pertaining to the bases for the decision and to his status. The decision of the Superintendent, after such meeting, if any, shall be final and binding, subject to any review as may be provided by applicable law. In the event of dismissal pursuant to this paragraph 13.1, this AGREEMENT shall terminate and the DISTRICT shall not be required to pay, and the PRINCIPAL shall not be entitled to receive, compensation and benefits provided for by this AGREEMENT after the effective date of such dismissal. The DISTRICT shall pay the PRINCIPAL for his accrued unused vacation days remaining at the time of his separation from employment. In the event of demotion pursuant to this paragraph 13.1, this AGREEMENT shall terminate, and the DISTRICT shall not be required to pay, and the PRINCIPAL shall not be entitled to receive, compensation and benefits provided for by this AGREEMENT after the effective date of such demotion, and the PRINCIPAL shall be employed at the salary and with the benefits for the position to which he is demoted.

13.2 Suspension: During the term of this AGREEMENT, the Superintendent may suspend the PRINCIPAL from his position as principal for insubordination, incompetency, incapacity, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Superintendent that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school or school district. Prior to suspending the PRINCIPAL, the Superintendent shall provide the PRINCIPAL with seven (7) days written notice of the intent to suspend with an explanation of the grounds for such suspension, except that the Superintendent may, for good cause, require the PRINCIPAL'S immediate suspension, in which case the PRINCIPAL shall receive written notice of his immediate suspension and the cause for such suspension at the time the suspension is imposed. The PRINCIPAL shall be entitled to review the decision to suspend with the Superintendent and to be represented by counsel, at the PRINCIPAL'S own expense, at such meeting and to provide information pertinent to the decision

and to the PRINCIPAL'S status. The PRINCIPAL shall not be entitled to receive any compensation provided by Section 3 of this AGREEMENT for the period of such suspension.

13.3 Early Termination: The Superintendent may terminate this AGREEMENT and the PRINCIPAL'S employment at any time on or prior to December 31, 2018, without cause, by providing the PRINCIPAL with at least ninety (90) calendar days written notice and paying the PRINCIPAL an early termination payment of eighteen thousand dollars (\$18,000) minus withholdings for state and federal taxes and other withholdings required by law or authorized by the PRINCIPAL. In the event of termination pursuant to this paragraph 13.3, with the exception of the early termination payment which shall be paid on or by the effective date of termination, the DISTRICT shall not be required to pay, and the PRINCIPAL shall not be entitled to receive, compensation and benefits after the effective date of termination. The PRINCIPAL may request to use his accrued vacation days prior to his separation from employment and/or the Superintendent may schedule the Superintendent for vacation days prior to his final day of employment. The DISTRICT shall pay the PRINCIPAL for his accrued unused vacation days remaining at the time of the PRINCIPAL'S separation from employment.

13.4 By the PRINCIPAL: The PRINCIPAL may terminate his employment by submitting his written resignation to the Superintendent with as much advance notice as possible but no less than ninety (90) calendar days advance notice. In the event of termination pursuant to this paragraph 13.4, the DISTRICT shall not be required to pay, and the PRINCIPAL shall not be entitled to receive compensation and benefits provided by this AGREEMENT after the effective date of the PRINCIPAL'S resignation. The PRINCIPAL may request to use his accrued vacation days prior to his separation from employment and/or the Superintendent may schedule the PRINCIPAL for vacation days prior to his final day of employment. The DISTRICT shall pay the PRINCIPAL for his accrued unused vacation days remaining at the time of the PRINCIPAL'S separation from employment.

14. ENTIRE AGREEMENT

This AGREEMENT contains the whole agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This AGREEMENT may not be changed except by agreement in writing signed by the Parties.

ATTACHMENT B

POLICY STATEMENT - BENEFITS OF PRINCIPALS/ASSISTANT PRINCIPALS

Principals/ Assistant Principals employed in the Marblehead Public School system under individual contracts shall be eligible to receive the following benefits, subject to the terms and conditions hereinafter provided.

1. VACATIONS

- A. Principals/ Assistant Principals shall be entitled to an annual vacation of twenty-five (25) days per contract year which days shall be earned at the rate of 2.08 days per month of service.
- B. The scheduling of vacations shall be within the discretion of the Superintendent.
- C. Returning Principals/ Assistant Principals shall submit any vacation period requests in writing to the Superintendent by April 1.

2. EARLY RETIREMENT

Principals/ Assistant Principals shall be eligible to participate in the early retirement program subject to the following terms and conditions:

- A. The Principal/ Assistant Principal must complete (a) twenty years of service in the Marblehead Public Schools; or (b) a total of thirty years in teaching/administration, the last fifteen of which have been consecutive in the Marblehead Public Schools ; or (c) has completed nineteen years of service in the Marblehead Public Schools and has given two or three years notice, as provided below, in which case payments would commence in the twentieth year.
- B. The Principal/ Assistant Principal must give notice of intent to participate in the Early Retirement Program by March 15 of the school year preceding the school year in which their retirement payment commences. The notice is to be given on the form provided by the Office of the Superintendent.
- C. The Principal/ Assistant Principal must be no less than fifty and no more than sixty-three at the end of his/her last year of service.

- D. For each of the remaining school years prior to retirement (not more than three) following the school year in which notice of intent to participate in given, the Principal/ Assistant Principal shall be paid the following additional salary:
- 3 years advance notice: \$5000 each year (\$15,000 total)
 - 2 years advance notice: \$5000 each year (\$10,000 total)
 - 1 year advance notice: \$5000
- E. The notice of intent to retire cannot be withdrawn or revoked.
1. The Principal/ Assistant Principal must retire pursuant to Massachusetts Teacher Retirement law.
 2. The Principal/ Assistant Principal or the Principal's/ Assistant Principal's estate or legal representative, as the case may be, shall not be required to pay back any money received under the early retirement program in the event the Principal/ Assistant Principal dies or is forced to retire because of disability or other unanticipated good cause prior to the year in which the Principal's/ Assistant Principal's retirement was contemplated. No additional money shall be paid in such case, however.

3. OTHER LEAVES

Any leave of absence not otherwise provided for in the Principal's/ Assistant Principal's individual contract, including, but not limited to, funeral leave, legal proceedings, leave for jury duty, personal time off, professional days, shall be subject to the following terms and conditions:

- A. Request for any such leave shall be made in writing to the Superintendent as soon as possible.
- B. Subject to law, the granting or denial of any such leave, as well as the terms thereof, shall be subject to the approval of the Superintendent.

4. MILITARY LEAVE

The DISTRICT will comply with the requirements of all Massachusetts and Federal laws with respect to Principals/ Assistant Principals who are called to serve in the armed forces of the Commonwealth of Massachusetts or the United States.

5. HOLIDAYS

Principals/ Assistant Principals shall be entitled to the following holidays when the administration offices are closed:

New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

(and any other holidays on which the administration offices are closed)

6. SICK LEAVE

- A. Principals/ Assistant Principals shall be granted, in the event of personal injury or illness, up to eighteen (18) sick leave days each fiscal year.
- B. Unused sick leave days may be accumulated up to and including one hundred eighty (180) days.
- C. The granting of any additional sick leave days, in the event the Principal/ Assistant Principal uses up his/her annual and accumulated sick leave, is subject to the approval of the Superintendent.

7. TUITION REIMBURSEMENT

Principals/ Assistant Principals shall be eligible for tuition reimbursement, subject to the following terms and conditions:

- A. The course, seminar, workshop or special program must be approved by the Superintendent. Under normal circumstances, request for approval must be made in writing, on a form supplied by the Superintendent, in advance of the start of the

course, seminar, workshop or special program. Where advance request is not reasonably possible, the request for approval must be made as soon as reasonably possible after the start of the course, seminar, workshop or special program.

- B. The course must be recognized for college credit at an accredited college or university and the PRINCIPAL/ASSISTANT PRINCIPAL must submit written evidence of such recognition from said college or university. The written evidence must be submitted, under normal circumstances, in advance of the start of the course. Where this is not reasonably possible, the written evidence must be submitted as soon as reasonably possible after the start of the course.
- C. Reimbursement: The Principal/Assistant Principal shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:
 - 1. The PRINCIPAL/ASSISTANT PRINCIPAL must obtain a grade of B- or better and present satisfactory evidence thereof to the Superintendent. In the event the course is not graded in such fashion, the equivalent of B- or better shall be satisfactory.
 - 2. A receipted copy of the tuition bill must be submitted to the Superintendent as evidence of the cost of the course.
 - 3. Within 30 days after receipt of items C1 and C2, the Committee shall reimburse the Principal/Assistant Principal for his/her out-of-pocket tuition payment.
 - 4. Not more than two courses per fiscal year will be reimbursed by the District as aforementioned.
 - 5. Audited courses will not be reimbursed.

8. PRINCIPAL/ASSISTANT PRINCIPAL FILES

Principals/Assistant Principals shall have the right to review the contents of their personnel folder, excluding confidential recommendations for employment in or advancement in the Marblehead School System. Principals/Assistant Principals shall have the right to submit a written comment on the contents of their personnel folder and

the written comments will then be placed in their personnel folder. The Principal/ Assistant Principal shall be notified when any material considered to be derogatory is added to the personnel folder.

9. PAYROLL DEDUCTIONS

Whenever duty authorized by any Principal/ Assistant Principal on a form or forms approved by the Superintendent, payroll deductions on behalf of such Principal/ Assistant Principal shall be made every payday and paid over in accordance with such form or forms for any or all of the following purposes:

- A. Premiums under the town of Marblehead Employee's Group Insurance Program.
- B. Premiums for any tax-sheltered annuity plan contracted by the Principal/ Assistant Principal pursuant to United States Public Law #87-370. (Authorization must be given prior to September 30.)

The terms and conditions of eligibility shall be the same as currently (as of 6/17/93) set forth in the aforementioned Articles of the Principals' / Assistant Principals' Agreement as if said contract provisions were applicable to the Principal/ Assistant Principal.

10. HEALTH INSURANCE

Principals/Assistant Principals shall be entitled to participate in the same health and other insurance benefits provided by the Town to other professional staff of the Marblehead School district, subject to the terms and conditions of said coverage and at the same rate as provided said employees.

11. PROFESSIONAL GROWTH AND DEVELOPMENT

The amount available, subject to the conditions herein provided, for the professional growth and development of each PRINCIPAL/ ASSISTANT PRINCIPAL shall be \$1,000 per Principal/ Assistant Principal. Requests for professional development and growth money shall be made, in writing, by the Principal/ Assistant Principal involved, to the Superintendent, and shall be subject to his/her approval. In the event the

Superintendent approves payment of the cost of voluntary professional membership(s), it is understood that the cost of the first such membership so approved will not be charged against said \$1,000, but that the cost of any subsequent membership so approved would be so charged.

12. AMENDMENT OF POLICY

The Marblehead School Committee reserves the right to review and, at any time, change (modify, amend, delete, or add to), prospectively, the terms and conditions of this Policy.