

**NANTUCKET PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
ASSISTANT PRINCIPAL**

THIS Employment Contract (CONTRACT) is made as July 25, 2018 by and between the NANTUCKET PUBLIC SCHOOLS, acting by and through the Superintendent of Schools (Superintendent) and XXXXXXXX, hereinafter referred to as the “Parties”.

In consideration of the promise herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Nantucket Public Schools (hereinafter “NPS”) hereby continues to employ Jaime Bailey as ASSISTANT PRINCIPAL (hereinafter “ASSISTANT PRINCIPAL”) within the public schools of Nantucket, and the ASSISTANT PRINCIPAL hereby accepts employment on the terms and conditions contained in this CONTRACT:

2. **ASSIGNMENT:** At the inception of this CONTRACT, the ASSISTANT PRINCIPAL is hereby assigned to the NANTUCKET SCHOOL DISTRICT. The Superintendent of Schools, in his sole discretion, following consultation with the ASSISTANT PRINCIPAL, may reassign or transfer the ASSISTANT PRINCIPAL to another ASSISTANT PRINCIPAL’s position or administrator’s position within the NPS.

3. **TERM:** The ASSISTANT PRINCIPAL shall be employed for a two year period commencing August 15, 2018 through June 30, 2020. Renewal and extension of this CONTRACT and ASSISTANT PRINCIPAL’S employment shall be in accordance with M.G.L. c. 71, §41. This Section 3 shall constitute satisfactory notice from the Superintendent sixty days prior to the expiration date of this CONTRACT, pursuant to the said §41 that this CONTRACT shall not be renewed beyond the expiration of June 30, 2020 except by an agreement signed by the parties. If no written agreement is reached, the employment relationship shall cease as of the termination date of this CONTRACT and shall under no circumstances automatically extend.

4. **COMPENSATION:** The ASSISTANT PRINCIPAL shall be paid an annual salary, pro-rated as necessary, commencing as of the effective date of this Agreement, according to the following schedule:

	Contract Year	Base Salary
1 st	August 15, 2018 - June 30, 2019	\$108,000.00
2 nd	July 1, 2019 – June 30, 2020	To Be Determined

The ASSISTANT PRINCIPAL’S salary may be increased annually upon successful evaluation and recommendation of the Superintendent. The ASSISTANT PRINCIPAL’S base salary shall be subject to withholdings for state and federal taxes and other withholding required by law or authorized by the ASSISTANT PRINCIPAL. The base salary shall be earned ratably throughout each of the Contract Years and shall be pro-rated for work of less than a full Contract Year. The base salary shall be payable in equal installments in accordance with the procedures for payment of other ASSISTANT PRINCIPALS in the NPS. For the purposes of this CONTRACT, a Contract Year is July 1st to the following June 30th.

Any adjustment in the ASSISTANT PRINCIPAL'S base salary made during the life of this CONTRACT shall be in the form of a written amendment signed by the Superintendent, and such amendment shall become part of this CONTRACT, but it shall not be deemed that the Superintendent and ASSISTANT PRINCIPAL have entered into a new CONTRACT or that the termination date of the CONTRACT has been extended.

BENEFITS: The ASSISTANT PRINCIPAL shall receive benefits, including but not limited to sick leave, vacation leave, and personal leave benefits, in accordance with the policies of the Nantucket School Committee ("Committee") regarding working conditions and benefits for ASSISTANT PRINCIPALS and as such may be modified from time to time by the Committee. The Committee may add to, eliminate, or change these benefits from time to time in its sole discretion. The ASSISTANT PRINCIPAL will be subject to all requirements and restrictions for such benefits including eligibility and notice requirements and usage restrictions.

Vacation: Not applicable

Sick Leave: The ASSISTANT PRINCIPAL is entitled to fifteen (15) sick days annually. Unused sick days will accumulate to two hundred (200) days. At the time of retirement from Nantucket Public Schools, the ASSISTANT PRINCIPAL will be entitled to reimbursement for the unused sick days at the rate of \$50 per day up to 100 days.

Personal Leave: Up to three (3), per year, non-cumulative, to be taken at a mutually agreed time.

Bereavement Leave: May not exceed five (5) days, paid leave in the event of the death of a member of the employee's immediate family, defined as spouse, child, parent, sibling or domestic partner.

Holidays:

Paid Holidays include the following:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Patriots Day
- Memorial Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Continuing Education – Tuition Reimbursement: The ASSISTANT PRINCIPAL shall be eligible for tuition reimbursement up to a maximum of three thousand dollars (\$3,000) per Contract Year for graduate-level courses with prior approval of the Superintendent and provided that the ASSISTANT PRINCIPAL has earned a grade of a B or better in each such course.

Relocation/Moving Expenses: Upon acceptance of itemized receipts, the district shall reimburse the ASSISTANT PRINCIPAL up to a maximum of Five Thousand Dollars (\$5,000) for the period from August 15, 2018 through June 30, 2019.

Professional Association Dues: The NPS shall reimburse the ASSISTANT PRINCIPAL up to a maximum of one thousand dollars (\$1,000) per Contract Year for payment of dues, membership fees, and/or conference costs to professional associations or organizations with the prior approval of the Superintendent.

Group Health Insurance & Life Insurance: The ASSISTANT PRINCIPAL will be eligible to subscribe to one of the group health insurance plans and to the life insurance plan offered through the town of Nantucket ("Town") and generally available to other employees in the Nantucket Public Schools at the same premium contribution rate in effect for other non-unionized administrators in the NPS. The ASSISTANT PRINCIPAL acknowledges and agrees that such plans, coverage, co-payments, deductibles, and premium contribution rates may change from time to time at the discretion of the Town.

5. DUTIES AND RESPONSIBILITIES: The ASSISTANT PRINCIPAL shall be the educational leader and manager of his or her school to which the ASSISTANT PRINCIPAL is assigned and shall supervise the operation and management of such school and school property, subject to the supervision and direction of the Superintendent. The ASSISTANT PRINCIPAL shall be responsible, consistent with the Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L., chapter 71. The Superintendent shall have final authority as to the assignments and transfers of staff from school to school and may make such assignments or transfers after consideration with the ASSISTANT PRINCIPAL.

The ASSISTANT PRINCIPAL shall faithfully and effectively perform the duties contained in the job description of ASSISTANT PRINCIPAL, a copy of which is appended to this CONTRACT as Exhibit A. The Superintendent may modify the job description of the ASSISTANT PRINCIPAL from time to time, at the Superintendent's sole discretion.

The ASSISTANT PRINCIPAL recognizes that his/her responsibilities and conduct are not determined by prescribed hours and conditions. As a result, the ASSISTANT PRINCIPAL will perform the directed and implied duties of his or her position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Public Schools.

6. **LICENSE/CERTIFICATE:** As a condition of continued employment, the ASSISTANT PRINCIPAL shall maintain throughout the course of his/her employment as ASSISTANT PRINCIPAL with the NPS, a valid and appropriate license/certificate qualifying him/her to serve as a public school ASSISTANT PRINCIPAL in the Commonwealth of Massachusetts and shall provide the Superintendent with a copy of such license/certificate. The ASSISTANT PRINCIPAL shall notify the Superintendent within 24 hours or before the start of the next work day, whichever is earlier, of the suspension or revocation of such license/certificate.

7. **ANNUAL WORK SCHEDULE:** The ASSISTANT PRINCIPAL shall work two hundred and ten days (210) per Contract Year, within the same schedule as the Central Office Administrators, except for legal holidays recognized by the Committee (listed herein) and other leave available to the ASSISTANT PRINCIPAL under Committee policy or this CONTRACT.

8. **PERFORMANCE:** The ASSISTANT PRINCIPAL shall fulfill all aspects of this CONTRACT. Any exception hereto shall be by mutual agreement between the ASSISTANT PRINCIPAL and the Superintendent in writing. The Principal shall evaluate the performance of the ASSISTANT PRINCIPAL at least once each Contract Year.

9. **OTHER PROFESSIONAL DUTIES:** The ASSISTANT PRINCIPAL may accept speaking, writing, lecturing, consultant work or other engagements of a professional nature, provided they do not derogate from his/her duties as ASSISTANT PRINCIPAL for NPS, the engagement does not interfere with or detract from his/her work as ASSISTANT PRINCIPAL, and the ASSISTANT PRINCIPAL has received prior approval of the Superintendent. The ASSISTANT PRINCIPAL agrees that such activities shall be limited to not more than three (3) days in the aggregate per Contract Year.

10. **EARLY TERMINATION OF CONTRACT, SUSPENSION:**

A: EARLY TERMINATION

- (i) By the ASSISTANT PRINCIPAL: In the event that a ASSISTANT PRINCIPAL desires to terminate this CONTRACT before the term of service has expired, the ASSISTANT PRINCIPAL may do so by providing at least ninety (90) days written notice of his/her intent to terminate this CONTRACT to the Superintendent.
- (ii) By the SUPERINTENDENT: The Superintendent may dismiss, layoff, or demote the ASSISTANT PRINCIPAL for good cause and terminate this CONTRACT before the term of service has expired. "Good cause" herein shall be defined as any one or more of the following: insubordination, incompetency, neglect of duty, incapacity, conduct unbecoming a ASSISTANT PRINCIPAL, lack of funds, reductions in force, closure of a school, reorganization, or any ground put forth by the Superintendent that is not arbitrary, irrational, unreasonable, or irrelevant to the task of building and/or maintaining an efficient school or school system.

If the Superintendent intends to dismiss, demote or layoff the ASSISTANT PRINCIPAL, the Superintendent shall provide the ASSISTANT PRINCIPAL with written notice of intent to dismiss, demote or layoff, as the case may be, with an explanation of the grounds for such dismissal, demotion or layoff. If the ASSISTANT PRINCIPAL so requests, the ASSISTANT PRINCIPAL shall be given a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision with the Superintendent. At the meeting to review the decision with the Superintendent, the ASSISTANT PRINCIPAL may be represented by legal counsel or other representative of his/her choosing and at the ASSISTANT PRINCIPAL's own expense, and the ASSISTANT PRINCIPAL shall have the right to present information pertaining to the bases for the decision and to the ASSISTANT PRINCIPAL'S status. The ASSISTANT PRINCIPAL'S right to appeal, if any, are provided by and in accordance with M.G. L. chapter 71.

- (iii) **Salary and Benefits and Use of Accrued Vacation Time:** In the event of early termination of this CONTRACT for any reason including, but not limited to resignation of the ASSISTANT PRINCIPAL, dismissal or demotion of the ASSISTANT PRINCIPAL, or layoff of the ASSISTANT PRINCIPAL the NPS shall not be required to pay and the ASSISTANT PRINCIPAL shall not be entitled to receive salary payments and benefits payable after the effective date of the ASSISTANT PRINCIPAL's separation from employment or demotion. The ASSISTANT PRINCIPAL may request to use his/her accrued vacation days prior to his/her separation from employment and/or the Superintendent may schedule the ASSISTANT PRINCIPAL for vacation days prior to the ASSISTANT PRINCIPAL'S separation of employment.

B. SUSPENSION WITHOUT PAY:

The Superintendent may suspend the ASSISTANT PRINCIPAL without pay in accordance with the provisions of M.G.L. chapter 71, section 42D.

11. **RETIREMENT:** As required by law, the ASSISTANT PRINCIPAL shall be a member of the retirement plan of the Massachusetts Teacher's Retirement Board and shall be subject to all of the obligations and rights associated therewith. Required retirement deductions shall be made from the ASSISTANT PRINCIPAL's pay.

12. **ENTIRE AGREEMENT:** This CONTRACT embodies the whole agreement between the NPS and the ASSISTANT PRINCIPAL and there are no inducements, promises, terms, and conditions or obligations made or entered into by either party other than those contained herein. This CONTRACT may not be changed except by a writing signed by the PARTIES.

13. **EVALUATION:** The Principal shall evaluate the performance of the ASSISTANT PRINCIPAL annually.

14. **SEVERABILITY:** It is understood and agreed by the parties that if any part, term or provision of this CONTRACT is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the CONTRACT did not contain the particular part, term, or provisions held to be invalid.

15. **GOVERNING LAW:** This CONTRACT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

16. **DUPLICATE ORIGINALS:** This CONTRACT shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

17. IN WITNESS WHEREOF, the parties have hereunto signed and sealed this CONTRACT and a duplicate thereof this _____ day of _____ the year 2018.

XXXXXXXXXXXXXXXXXX
ASSISTANT PRINCIPAL, Cyrus Peirce Middle School

Superintendent of Schools