

OXFORD PUBLIC SCHOOLS

HIGH SCHOOL PRINCIPAL

EMPLOYMENT AGREEMENT

WHEREAS, the Oxford Public School District, hereinafter “the District” acting through its Superintendent of Schools, desires to employ _____, of _____, Massachusetts, (hereinafter referred to as “the Principal”) as the Principal of Oxford High School, a position which carries with it all the authority and responsibility of that of a school principal under Massachusetts General Laws (M.G.L.) Chapter 71, and;

WHEREAS, _____ desires to be so employed in accordance with the terms and conditions of employment contained herein;

NOW, THEREFORE, the parties hereto in consideration of the mutual rights and obligations contained herein do hereby agree and covenant as follows:

ARTICLE 1. EMPLOYMENT AND JOB DESCRIPTION

- A. The District hereby hires _____ to serve as Principal of Oxford High School, in accordance with M.G.L. Chapter 71, Section 41, subject to the limitations of state and federal law and to the direction and supervision of the District’s Superintendent of Schools. The Principal shall have all the duties and responsibilities of a principal under M.G.L. Chapter 71, Section 59B, including without limitation being responsible for the day-to-day operation of the school in accordance with state and federal law. The Principal shall also be responsible for implementation of the District’s educational policies adopted by the Oxford Public School District School Committee and, as to staff within his school, for the implementation of: (1) all collective bargaining agreements between the Oxford Public School District School Committee as the Employer under M.G.L. Chapter 150E and its employees; and (2) any individual employment contracts.

- B. As the chief on-site educational administrator, the Principal shall perform his duties diligently and to the best of his ability, said duties to also include, without limitation, the following:
 - 1. Maintain a safe, orderly and welcoming school environment, conducive to student learning, and supervising the educational process within the school.
 - 2. Diligently take reasonable measures to promote and maintain equitable treatment and inclusion of all students.

3. Promote participatory decision making, which includes the staff, parents, and students of the school and the District community in general.
 4. Head in the development of school improvement goals designed to affect improved student outcomes, in conjunction with the School Council, the Superintendent, and the School Committee.
 5. Develop and submit to the Superintendent annually, a budget recommendation for the school in accordance with School Committee guidelines.
 6. Supervise and evaluate all teachers and other staff in accordance with applicable state and federal law and collective bargaining agreements or individual employment contracts.
 7. Maintain clear and effective communication with the Superintendent, Central Office administration, principals, teachers and other staff, students, parents, and the District community in general. Attend School Committee meetings, as requested; regular meetings with teachers; administrative meetings as called by the Superintendent; and provide regular accessibility to students and parents.
 8. Assist the School Committee in collective bargaining if and as requested by the School Committee.
 9. Supervise student behavior within the school in accordance with M.G.L. Chapter 71, Sections 37H, 37H ½, 37H 3/4, Chapter 71B, and other applicable state and federal laws and with guidelines as established by the Superintendent of Schools and consistent with educational policy as defined by the School Committee.
 10. Assume any other responsibilities as determined by the Superintendent of Schools.
- C. To perform the duties described in Paragraph 8 above, the Principal shall have all authority granted to a principal by M.G.L. Chapter 71, together with all express authority given to the Principal by the School Committee or by the Superintendent.
- D. The Principal is hereby assigned to Oxford High School; nevertheless it is expressly understood and agreed that the Superintendent may, at any time after consultation with the Principal, in the Superintendent's sole discretion, transfer or reassign the Principal, temporarily or permanently, to another equivalent position within the District.
- E. The Principal hereby warrants that he holds the required certification by the Commonwealth of Massachusetts for the position of a High School Principal, as defined herein, namely as Principal, and that he shall take all necessary steps to maintain said certification throughout the duration of this contract.

ARTICLE 2. TERM AND COMPENSATION

- A. The Principal shall be employed as of **March 1, 2020**, and continuing through and including **June 30, 2022**, subject to the limitations set forth herein. The parties agree to meet prior to **April 30, 2022** to discuss a successor contract. The District retains the exclusive right to non-renew the Principal as of the June 30th conclusion of the second year of this contract by notice not less than 60 days prior to that date (i.e., on or before May 1, 2022) pursuant to M.G.L. Chapter 71, Section 41 without recourse as to nonrenewal as the Principal. The provisions of Article 6, paragraph A shall not apply to non-renewals.
- B. The Principal shall be paid an annual salary, payable in equal bi-weekly installments, subject to all deductions as required by law and/or as authorized by the Principal in accordance with law. The Principal shall work a twelve-month schedule, subject to the leave provisions set forth herein.
- For **March 1, 2020 through June 30, 2020** the Principal shall be paid a pro-rated annual salary at the rate of One Hundred Six Thousand and 00/100 Dollars (\$106,000.00).
 - As of **July 1, 2020**, the Principal shall be paid a minimum base annual salary at the rate of One Hundred Six Thousand and 00/100 Dollars (\$106,000.00), and any increase to the “base” annual salary as is determined by the Superintendent and contingent upon a successful evaluation deemed as “Proficient” or higher.

The Superintendent shall evaluate the performance of the Principal in accordance with the terms required by the Department of Elementary and Secondary Education. Annual increases will be determined prior to **June 30th** based on the Principal’s performance as reflected in the evaluation. On or before **June 30th** of any contract year hereunder, the Superintendent and the Principal shall meet to discuss the Principal’s salary for the following contract year.

ARTICLE 3. BENEFITS

In addition to the salary described in Article 2 above, the Principal shall be entitled to the following benefits:

1. Medical and Dental Insurance: The Principal shall be eligible to receive medical insurance and dental insurance for himself and his family, subject to and in accordance with the eligibility provisions of the policy, through the insurers selected by the Town of Oxford pursuant to M.G.L., Chapter 32B. The premium expense of said medical insurance shall be paid seventy-five percent (75%) by the District and twenty-five percent (25%) by the Principal. The premium expense for said dental insurance shall be paid one hundred percent (100%) by the Principal.

2. Life Insurance: The Principal shall be eligible to receive basic life insurance coverage with a death benefit in the sum of Two Thousand Dollars (\$2,000), through the insurer selected by the Town of Oxford. The premium expense of said insurance shall be paid one hundred percent (100%) by the Principal. The Principal may purchase additional life insurance to supplement basic life insurance through an insurance plan selected by the Town of Oxford.
3. Business Expense Reimbursements: The Principal may be reimbursed for all reasonable expenses incurred in the performance of his duties for conferences, seminars, workshops, meals and lodging as outlined in this agreement, provided that such expenses are approved in advance, in writing, by the Superintendent and verified by the Principal's submission of receipts for such expenses to the School Business Administrator and Director of Operations.
4. Retirement Medical Insurance: Upon retirement, the Principal shall be eligible for such health coverage, if any, then available to retired employees of the Town of Oxford.
5. Leave:
 - a. Sick Leave: The Principal shall receive **fifteen (15) days** of sick leave each fiscal year (pro-rated for partial year worked) which may be used in the event of sickness or disability which prevents the Principal from performing his duties, or in the event of a serious illness within his immediate family. Unused sick days may be accrued up to a total of **two hundred twenty (220) days**. Unused sick days in excess of **220 days** will be forfeited at the end of each fiscal year. All unused sick days will be forfeited at the end of the Principal's employment with the District. There shall be no payment for unused sick days. The Superintendent may, but shall not be required to, grant additional paid sick leave to the Principal if his benefits under this subsection are exhausted in any contract year.
 - b. Vacation Leave: The Principal may take up to **twenty-five (25) days** of vacation per fiscal year (pro-rated for partial year worked) with pay. Subject to the Superintendent's advance permission a maximum of five (5) unused vacation days may be carried over into the following fiscal year only, with all other unused vacation leave forfeited at the end of each fiscal year. All requests to carry over vacation time to the next fiscal year must be submitted in writing to the Superintendent's Office prior to **April 15th**. All other unused vacation leave shall be forfeited at the end of each fiscal year. There shall be no payment for unused vacation days. The Principal shall schedule vacation days at his discretion, subject to the advance approval of the Superintendent of Schools. The Principal shall use his best efforts to avoid conflicts between his vacation time and regularly scheduled school activities and School Committee meetings.
 - c. Personal Leave: The Principal may take up to **three (3)** personal days per fiscal year (pro-rated for partial year worked) with pay per year for pressing, personal, or family matters which cannot be attended to during non-school hours. Such days are not to be considered additional vacation days. Except in

case of emergency all personal leave must be scheduled in advance and approved by the Superintendent. Unused personal days will be forfeited at the end of each contract year. There shall be no payment for unused sick days.

- d. Bereavement: The Principal shall be allowed up to **five (5) days** of paid bereavement leave of absence for each instance of a death in his immediate family. Immediate family is defined as parents or step parents, mother-in-law or father-in-law, husband or wife, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, children, step-children, in loco parentis, grandparents, grandchildren, or any relative residing in his household. In extenuating circumstances, the Principal may be granted additional bereavement time using accumulated Personal or Sick Days, in that order, at the discretion of the Superintendent of Schools. For other relatives and close friends, a maximum of **two (2) days** of paid bereavement leave for each instance will be granted to attend memorial services. Special or unusual situations (such as the need for extra time for travel) would be considered on an individual basis by the Superintendent.
- 6. Professional Development: The Principal shall be eligible for reimbursement for the cost of professional development activities which are taken in a field related to his duties herein as Principal, up to a maximum value of **Two Thousand and 00/100 Dollars (\$2,000.00) per contract year**, subject to the prior written approval of the Superintendent. Such reimbursement shall be paid as soon as practicable upon delivery to the Superintendent of satisfactory documentation of the actual amount paid by the Principal for said professional development activities.
- 7. Professional Memberships: The District shall annually provide funds for **membership in two (2) professional organizations**, subject to the approval of the organizations and the amounts by the Superintendent.

ARTICLE 4. WORK SCHEDULE

A. As a salaried employee, the Principal shall devote all time necessary to accomplish his duties hereunder, working a full-time, salaried schedule. This schedule is expected to generally be fulfilled twelve (12) months a year, Monday through Friday. However, the Principal hereby acknowledges that his duties may well also require evening and weekend work hours.

B. The Principal shall be entitled to paid leave on each of the following fourteen (14) holidays:

Independence Day	Day before OR after Christmas*
Labor Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Veterans Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Patriot's Day
Christmas	Memorial Day

**When Christmas Eve falls on a work day, it will be considered a holiday. If Christmas Eve falls on a weekend, the day after Christmas will be considered a holiday.*

Whenever a holiday set forth above falls on a Saturday it shall be observed on a Friday. If a holiday falls on a Sunday, it shall be observed on Monday.

ARTICLE 5. EVALUATION

The Superintendent of Schools shall evaluate the Principal's performance in accordance with the Massachusetts Department of Elementary and Secondary Education's Model System for Administrators pursuant to the Educator Evaluation Regulations, 603 CMR 35.00. The Principal's annual evaluation shall be in writing and shall be presented to him with an opportunity to review it orally and in writing with the Superintendent **on or before June 30th** of each year of this contract.

ARTICLE 6. TERMINATION, DEMOTION, AND SUSPENSION

- A. The Superintendent of Schools may dismiss or demote the Principal during the term of this contract for good cause consistent with the requirements of M.G.L. Chapter 71, Section 41, which the parties hereby expressly acknowledge shall constitute the parties' exclusive rights and remedies for dismissals or demotions. Good cause shall include any breach of this contract and any other ground which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the Superintendent's task of running a sound school system. See Springate v. School Committee of Mattapoissett, 11 Mass. App. Ct. 304 (1981).
- B. In the event that the Principal elects to terminate this contract before **June 30, 2022**, he may do so with not less than **ninety (90) days written notice** delivered to the Superintendent of Schools. Once said notice has been delivered, it may not be rescinded without the written permission of the Superintendent. In the event that the Principal elects to terminate this contract prior to its expiration date, he shall thereby forfeit any vacation time and any other paid leave which has not been used but which otherwise would have been deemed earned for that specific contract year. The parties hereby agree that this provision is fair and reasonable in that by an early termination of this contract the Principal shall have caused damage to the Oxford Public School District, which damage would be extremely difficult to evaluate. Both parties, after consultation with their respective legal counsel if they so wished, expressly acknowledge that the foregoing is a proper liquidated damages clause and enforceable as such.

ARTICLE 7. SEVERABILITY

It is hereby understood and agreed by the parties that if any part, term, or provision of this agreement is held by an arbitrator, an administrative agency, or a court of competent jurisdiction to be invalid or unlawful, the validity of the remaining portions of this contract shall not be affected and those portions shall be enforceable and shall remain in full effect as if this contract did not contain the offensive part, term, or provision.

ARTICLE 8. INSURANCE

The Principal shall be insured by the Town of Oxford for any and all demands, claims, suits, actions and legal proceedings brought against him for actions taken within the scope of his employment. This obligation under an occurrence insurance policy shall continue in full force and effect after the Principal leaves his position. If the Principal fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against him, then the Town will be under no obligation to continue to defend and indemnify the Principal pursuant to this agreement and the applicable insurance policy.

ARTICLE 9. ENTIRE AGREEMENT

This contract embodies the whole agreement between the District and Principal and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein, which supersede all earlier discussions, and agreements if any, between the parties. This may not be changed except by agreement of both parties in writing.

This contract shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts without reference to its law concerning conflict of law.

IN WITNESS THEREOF, the parties have executed this contract this ____ day of February 2020.

_____, Principal

Elizabeth Zielinski, Ed.D.
Superintendent of Schools