

ROCKPORT PUBLIC SCHOOLS
Rockport, MA 01966

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made by and between the Rockport Public Schools, through its Superintendent of Schools, xxxxxx, hereinafter referred to as "Superintendent" and xxxxxxxx, hereinafter referred to as "Principal".

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

ARTICLE I - PREAMBLE

- 1.1 The Superintendent hereby employs xxxxxxxx as the Middle/High School Principal/District Director of Curriculum and Instruction in the Rockport Public Schools for the period of time, compensation, and other conditions of employment hereinafter stated.
- 1.2 The Principal agrees to abide by and enforce all of the policies, rules, regulations, and position characteristics as determined by the Superintendent and School Committee, as well as to all of the provisions of State and Federal laws relating to education, the schools, and the legal functions and responsibilities as assigned by the Superintendent.

ARTICLE II - CONDITIONS OF EMPLOYMENT

- 2.1 Length of Contract - The Principal shall be employed for a three year period, from **July 1, 2016 to June 30, 2019**.
- 2.2 Extensions . This contract may be renewed or extended for additional periods. This contract will be automatically extended for one additional year if the Superintendent does not notify the Principal of the non-renewal of the contract by **April 15, 2019**. If such notification is provided, there shall be no obligation to continue with compensation beyond **June 30, 2019**.
- 2.3 Renewal or Extension of Contract - The option for renewal or extension of the length of this contract may be exercised at any time during the aforementioned period by the mutual written consent of the parties.
- 2.4 Voluntary Termination - In the event that the Principal desires to terminate this contract before the term of service shall have expired, the Principal may do so by giving at least ninety (90) days notice in writing of this intention to the Superintendent. Failure to provide this notice will result in forfeiture of unused vacation.
- 2.5 Dismissal and Suspension - At any time during the term of this contract, the Superintendent may dismiss the Principal for good cause in accordance with the procedures contained in Chapter 71, Section 41 of the General Laws of Massachusetts, subject to such arbitral review as may be provided under applicable law. As used herein, "good cause" shall mean any ground which is put forth by the Superintendent in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system.

In a challenge to a discharge of the administrator, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the administrator to any position.

The Superintendent may suspend the Principal in accordance with Chapter 71, Section 42D.

ARTICLE III - COMPENSATION & BENEFITS

- 3.1 Compensation . The Principal's annual salary will be **One Hundred Thirty Four Thousand Six Hundred Forty Dollars (\$134,640), for 2016-2017**. The Principal agrees to perform faithfully the duties of RMHS Principal/District Director of Curriculum and Instruction. The compensation will be paid bi-weekly annualized at the rate of **\$134,640 for 2016-2017**, plus a **\$3,000** differential annually for being Principal of two schools/District Director, totaling **\$137,640**.
- 3.2 The Principal's salary for any subsequent contract year shall be determined by the Superintendent and based upon his performance as Principal. The Superintendent shall give written notification to the Principal regarding his salary and other benefits that will be offered as part of his contract for the period commencing **July 1, 2017, by June 15, 2017**.
- 3.3 Any salary adjustment made during the life of this Agreement shall be in the form of a salary amendment. Said amendment shall not be considered to be a new contract with the Principal.
- 3.4 Insurance - The Principal shall be entitled to insurance (medical, hospital, and life) benefits currently available to the Rockport teachers, such benefits not to reduce benefits expressly provided for in this Agreement or to be agreed upon in the future.
- 3.5 Phone . The Principal will be reimbursed up to \$750 for cell phone allowance.

ARTICLE IV - VACATIONS & LEAVES

- 4.1 Annual Vacation - The Principal shall be entitled to thirty (30) vacation days per fiscal year, to be taken when school is not in session, except they may not be taken during the week after school closes in June or during the week prior to the opening of school. Vacation days may not be carried over from year to year. In year one the Principal may buy back up to ten (10) unused vacation days at the rate of **\$300** per day, in years 2 and 3 he may buy back five (5).

In the event that the Principal terminates his employment prior to June 30 of any year, he is entitled only to a pro rata share of vacation for the fiscal year in which his employment ends. If all vacation time has been utilized prior to his termination of employment, a per diem amount will be withheld from his final paycheck.

- 4.2 Holidays - The Principal shall receive the following holidays, with pay, provided they fall on Monday through Friday and provided that they fall on a day that the school offices would normally be opened:

New YearsqDay	Labor Day
Martin Luther King, Jr. Day	Columbus Day
PresidentsqDay	VeteransqDay
PatriotsqDay	Thanksgiving
Good Friday (if no school)	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

If a paid holiday falls during the Principal's scheduled vacation, that day shall be considered a paid Holiday, and not a vacation day.

- 4.3 Sick Leave - Sick leave shall accrue at the rate of 15 days per year up to an accumulated total of 260 days. Up to 5 days of this sick leave per year may be used for family-related emergencies involving the Principal's mother, father, husband, wife, children, and any person when the care of such person is the primary responsibility of the Principal. Principal shall commence initial employment with 50 credited sick days, however as annual sick days accumulate they shall first be accumulated and deducted from these 50 credited sick days

- 4.4 Personal and Professional Leave - The Principal will be allowed, on a non-cumulative basis, three (3) days of paid personal leave per contract year. Requests for such leave must be made in writing to the Superintendent as soon as possible, and not less than forty-eight (48) hours before the absence occurs, whenever possible. Such leave shall be allowed only when approved by the Superintendent.

Approval for professional days, and other absences, will be granted at the discretion of the Superintendent.

- 4.5 Bereavement - In the event of the death of the Principal's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, or any relative who resides with the Principal, a maximum of five (5) regularly scheduled school days for funeral and bereavement leave shall be given without loss of regular pay and with no accumulation. In the event of the death of a close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such services without loss of the regular day's pay and with no accumulation.

ARTICLE V - PROFESSIONAL DEVELOPMENT

- 5.1 Tuition Reimbursement - The Principal shall be reimbursed for the cost of tuition and for any course approved in advance by the Superintendent and successfully completed. Reimbursement shall be paid in an amount equal to the cost of such courses, not to exceed \$3,000 per year.
- 5.2 Professional Expenses - In consultation with the Superintendent, the Principal may request reimbursement for attendance at professional conferences. Contingent upon the Superintendent's approval, and the availability of appropriated funds, reasonable reimbursement will be made to the Principal for expenses incurred at professional activities which relate to the demands of the position. Said expenses may include travel, registration fees, meals, and hotel costs. The Principal will be encouraged to attend professional meetings, conferences, and conventions at local, regional, State, and national levels, and/or periodic seminars and workshops related to the demands of the position.
- 5.3 Professional Dues - The Rockport Public Schools will provide payment of dues for membership of the Principal in the Massachusetts Secondary School Administrators Association and the National Association of Secondary School Principals.

ARTICLE VI - POSITION RESPONSIBILITIES

- 6.1 Assignment - The Principal's initial assignment shall be to the position of Middle/High School Principal/District Director of Curriculum and Instruction. The School Department will provide not less than 30 days notice of any reassignment.
- 6.2 Work Year - The Principal's work year shall be twelve (12) months.
- 6.3 Certification - Throughout the length of service in the Rockport Public Schools, the Principal shall furnish and maintain a valid and appropriate certificate qualifying him to act in this position, consistent with the requirement of Chapter 71, Section 38G of the General Laws of Massachusetts.
- 6.4 Duties and Responsibilities - Subject to the supervision and direction of the Superintendent, the Principal shall faithfully perform the following duties and responsibilities as required by:
- A. The statutes of the Commonwealth including, without limitation, Chapter 71 of the Massachusetts General Laws.
 - B. The Principal's job description, as may be revised from time to time, after consultation with the Superintendent.
 - C. The policies of the Rockport School Committee.

D. The Principal's annual goals.

E. Directives of the Superintendent and/or her designee.

6.5 Evaluation - On at least one occasion during the course of the school year, and not later than April 15, the Superintendent, and/or her designee, and the Principal will meet to review the Principal's performance of his/her duties, annual mutually agreed upon goals, and responsibilities on behalf of the Rockport Public Schools. Said evaluation shall consider the duties, annual goals, and responsibilities required by this contract, and in accordance with the procedures established by the Department of Education's 603CMR 35.00 Evaluation of Teachers and Administrators, Rockport Public School District policy, and by the Superintendent for said purpose.

ARTICLE VII - RESOLUTION OF DISPUTES

Any disputes as to the meaning, application, or interpretation of the provisions of this Agreement will be resolved through binding arbitration and shall not be subject to litigation in court. If the parties are unable to agree on an arbitrator, or on the procedures to be followed, the dispute will be processed through the American Arbitration Association pursuant to the Association's Employment Dispute Resolution Rules.

ARTICLE VIII - SEVERABILITY & SAVINGS

If any provision of this Agreement shall be deemed unenforceable by an appropriate court or administrative agency, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS THEREOF: the parties have hereunto signed and sealed this Contract, and a duplicate thereof, this ____ day of **June 2016**.

By _____

Superintendent of Schools

RMHS School Principal/District Director
of Curriculum and Instruction