

copy to
[redacted]
8-20-15
NC

EMPLOYMENT AGREEMENT

[redacted] Principal

This agreement is made on the date entered below by and between the Public Schools of Sharon, Massachusetts, hereinafter referred to as the District, and [redacted] hereinafter referred to as the Principal. This agreement will be in effect from July 1, 2015 to June 30, 2018.

The parties mutually agree as follows:

Employment: The District hereby employs [redacted] as Principal within the public schools of Sharon, and the Principal hereby accepts employment under the following terms and conditions:

Assignment: At the inception of this agreement, the Principal is assigned to the Sharon High School. The Superintendent of Schools may, following consultation with the Principal, reassign or transfer the Principal to another Principal's position within the school District.

Length of Agreement: This agreement shall be in effect for a three (3) year period beginning July 1, 2015 and ending June 30, 2018. At least ninety (90) days prior to the expiration of this contract, it will be incumbent on the Principal to notify the Superintendent of Schools of his/her intent to negotiate a successor agreement. Absent that notification, the Principal is indicating his//her intent to leave the position at the end of the existing contract.

Dismissal or Demotion: During the course of this contract, the Principal may not be dismissed or demoted except for good cause. Any such dismissal or demotion shall be subject, at a minimum, to the notification, review and arbitration procedure for Principals that is set forth in Sections 41 and 42 of Chapter 71 of the Massachusetts General Laws (M.G.L.).

Compensation: Under the terms of this contract, the Principal shall be paid an annual salary for the period July 1, 2015 – June 30, 2016 of \$133,027 payable in twenty-six (26) equal installments effective July 1, 2015.

July 1, 2015 – June 30, 2016	\$133,027.00 (2.0% increase)
July 1, 2016 – June 30, 2017	\$135,688.00 (2.0% increase)
July 1, 2017 – June 30, 2018	\$138,402.00 (2.0% increase)

This salary schedule is according to the percentages listed above unless renegotiated by mutual agreement.

The actual increase each year will depend upon the successful achievement of the performance goals and criteria established that year for your position by the Superintendent in collaboration with you.

Longevity: The following longevity stipend will be paid to the Principal annually and calculated into regular biweekly pays after completing the following designated number of years of continuous service in the Sharon Schools:

Five (5) years of continuous service: \$1,000 annual longevity stipend.
Ten (10) years of continuous service: \$2,000 annual longevity stipend.
Twenty (20) years of continuous service: \$2,500 annual longevity stipend.
Thirty (30) years of continuous service: \$3,000 annual longevity stipend.

Responsibilities: The Principal shall be the educational leader and manager of his/her school and shall supervise the operation and management of his/her school and school property, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with District 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 as amended by the Education Reform Act of 1993. The Principal shall also faithfully and effectively perform the duties contained in the job description of Principal as attached to this contract.

The District agrees that the duties of the Principal shall not be added to or changed in any substantive or quantitative manner without the prior consent of the Principal. It is agreed that the Principal shall perform duties, which are not expressly provided for in the job description, so long as such duties are integral to the essential functions of the Principal's position and do not prevent the Principal from performing those functions which are expressly provided for in the job description or which are required for the Principal to meet other expectations set forth in the school improvement plan and evaluation process.

Work Year: The Principal's work year shall consist of two hundred twenty-five (225) days in length, and shall include – but not limited to – such days as the schools are in regular session. These work days are days when school is in session and represent the minimum of an eight (8) hour day. The hours of work each day shall be relegated to the good faith professional judgment of the Principal, subject to the operating needs of each school. The Principal will work the week prior to the start of school and the week following the close of school.

Benefits: The Sharon Schools will offer the Principal the following benefits for completion of job requirements through the length of this agreement:

1. The Principal shall be entitled to fifteen (15) days of sick and personal leave annually without loss of pay during each of the three years covered by this agreement. Three (3) of these days may be used for business or religious reasons and up to five (5) of these days may be used for the care of a member of the immediate family who has a serious medical condition or in the event of the death of an immediate family member.

In addition to this sick and personal leave, up to five (5) days may be used in the event of the death of a member of the immediate family and up to three (3) days may be used in the event of the death of a brother-in-law, sister-in-law, grandparent, uncle, aunt, niece, or nephew, etc.

2. The Principal will receive the same health insurance options as all Town of Sharon employees in accordance with Massachusetts General Laws.
3. The District agrees to pay \$2,500 per year to the Principal in lieu of health insurance.

4. If the Principal elects to participate in the Town's optional disability insurance program, the School Committee shall pay that portion of the annual premium charged to the Principal as an employee. For work-related injuries, Worker's Compensation would pick up the difference between disability payments and regular earnings.

Travel: In lieu of a car and in recognition of the job-related travel required by the job, the Principal shall be paid \$500.00 annually.

Professional Development: The District shall reimburse the Principal, if approved in advance by the Superintendent, for reasonable costs incurred for attendance at conferences, seminars, workshops or other meetings which are related to the work of the Principal in the system or which furthers the professional development or training of the Principal for expenses up to \$2,000 per year. The District recognizes the need for the Principal to continue his/her professional growth and education and hereby agrees to permit the Principal sufficient time off during the school year to attend conferences, seminars, workshops or other meetings that are related to his/her work in the system.

The Principal may accept speaking, writing, lecturing or other engagements of a professional nature so long as they do not interfere with the duties of the Principal. If such activities would require absence from work during school hours, the permission of the Superintendent shall be obtained first, and such permission shall not be unreasonably denied.

The District will pay the dues for a state and national association that is directly related to the Principal's duties and responsibilities within the District.

Evaluation: The Superintendent shall evaluate the performance of the Principal annually in accordance with the duties and responsibilities contained in the job description and in accordance with the Massachusetts Department of Education's Administrator Model Contract Language. It will be the Evaluator's responsibility to make sure the person evaluated is provided a copy of this model language.

State Standards, Goals & Annual Plan

The Principal shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMP 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Principal and the Evaluator.

District Goals

In addition to an evaluation using the Principles of *Effective Administrator Leadership*, the Evaluator and the Principal may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Principal is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into the written evaluation instrument. The written agreement on additional goals must be entered into by no later than the date on the Educator Evaluation timeline.

Mid & End Cycle Review

On or before January 5th and May 1st of each calendar year the Principal shall provide to the Evaluator a written self-evaluation on mid-cycle and end of cycle goals. His or her work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement" or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

Summative Evaluation

The Evaluator shall review the Principal's progress at end cycle on goals and self-evaluation prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings. This summative evaluation is due by June 1st.

Data Sources

The Evaluator may use whatever data sources he/she deems appropriate, excluding, however, anonymous surveys, provided the data he/she intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Principal at least 14 calendar days before the meeting in a timely manner. Due to the unreliability and potential prejudice of anonymous or so-called "360" evaluations, these instruments shall not be solicited or utilized as part of the Evaluator's cycle review or summative evaluation.

Receipt and Signing

Any evaluation report delivered by the Evaluator will be signed by the Principal. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledge receipt of the document. The Principal may respond to the evaluation in writing and will deliver such response to the Evaluator and a copy of the response will be attached to the evaluation and placed in the Principal's personnel file.

Specific Written Feedback

In the event that the summative evaluation indicates that the performance of the Principal is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

Prompt Notice of Complaints or Concerns


Any criticisms, complaints, and suggestions called to the attention of the Evaluator shall be promptly and discreetly referred to the Principal in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Principal. Any such matter not promptly raised may not be considered in the summative evaluation as the Principal may not be aware of same or may not have sufficient time to take remedial action.

Indemnification: The District will provide professional indemnification, including legal fees and costs, arising out of any claim, action, award, compromise, settlement or judgment attributable to any act or omission of the Principal while acting within the scope of his/her official duties of employment up to the limits provided in the M.G.L. 258.


Resignation: In the event that the principal begins to interview for positions outside the Sharon Schools, he will so notify the Superintendent of Schools. In the event that the Principal resigns or otherwise terminates his/her employment before the expiration date of this agreement, he shall provide ninety (90) days written notice of such intent to the Superintendent.

ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between the District and the Principal and the parties warrant that there are no inducements, promises, terms conditions, or obligations made or entered into by either party other than those contained herein.

SHARON PUBLIC SCHOOLS

By: 
Timothy J. Farmer
Superintendent of Schools

Date: 3/30/15

By: 
Jose Libano Principal
High School

Date: 3/30/15