

**PRINCIPAL'S CONTRACT
SILVER HILL HORACE MANN CHARTER SCHOOL**

WHEREAS, acting pursuant to the provision of Chapter 71, Section 89 of the Massachusetts General Laws, the Silver Hill Horace Mann Charter School ("the School"), by and through its Board of Trustees ("the Board of Trustees"), and the School Committee of the City of Haverhill ("the School Committee") entered into a Memorandum of Understanding;

WHEREAS, both the Memorandum of Understanding and Chapter 71, Section 89 of the Massachusetts General Laws define the employment relationship between the School Principal, the Board of Trustees, and the Superintendent of Schools;

NOW THEREFORE, acting pursuant to Chapter 71, Section 89 of the Massachusetts General Laws and the provisions of the Memorandum of Understanding, the HAVERHILL PUBLIC SCHOOLS, the BOARD OF TRUSTEES, and Ms. Margaret Shepherd, hereinafter referred to as the PRINCIPAL, have entered into this Contract of Employment on this day of July 1, 2016.

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

- 1) EMPLOYMENT — The Haverhill Public Schools hereby employs Ms. Shepherd as a twelve-month PRINCIPAL within the public schools of Haverhill, and the PRINCIPAL hereby accepts employment on the following terms and conditions.
- 2) ASSIGNMENT — At the inception of the Agreement, the PRINCIPAL is hereby assigned to Silver Hill Horace Mann Charter School.
- 3) TERM — The contract term shall be effective for the two (2) year period commencing July 1, 2016 through June 30, 2018. The second year of the Contract shall be contingent upon the PRINCIPAL's achievement of either of the following two (2) items:
 - a) Achieving a Satisfactory rating on a mutually agreed upon Faculty and Staff Survey ("the Survey") containing the following elements:
 - i) The Survey shall be mutually agreed upon between the Board of Trustees and the PRINCIPAL.
 - ii) The Survey shall be administered to all Faculty and Staff of the Silver Hill School on a confidential basis.
 - iii) The Survey shall be administered in such a fashion as to ensure that Faculty and Staff can take the Survey only once.
 - iv) The result of the Survey shall be considered Satisfactory if the PRINCIPAL scores greater than or equal to one-half (1/2) the difference between the scores obtained on the two most recent surveys given to faculty and staff

(September 2015 and February 2016) for all questions that are common between the two surveys.

v) The Survey shall be administered between the months of November, 2016 and January 2017 and the PRINCIPAL shall be notified of the results as soon as they are known to the Board and in any event no later than January 31, 2017.

b) Or the achievement of Proficient or above in all categories in the Administrator End of Cycle evaluation to be given no later January 31, 2017

In the event that the contingent second year of the Contract becomes effective, the PRINCIPAL may request the contract to be reopened prior to April 1, 2018 for the purpose of negotiating a possible extension of the contract for an additional year. The PRINCIPAL has the right to reopen this Contract for either extension of the Contract or for further negotiations after the completion of the evaluation to be performed by the Board of Trustees.

4. COMPENSATION — The PRINCIPAL shall be paid the following amounts during the following contract years which shall constitute “regular compensation” within the meaning of Chapter 32, Section 1 of the General Laws of Massachusetts and the applicable Regulations of the Massachusetts Teachers’ Retirement System and the Public Employee Retirement Administration Commission:

2016-2017

Base Salary	\$99,500
Longevity*	\$ 0
CAGS Degree	\$1,500
Doctorate	\$ 0
Title I	\$5,000
Total Compensation	\$106,000

2017-2018

Base Salary	\$100,993
Longevity*	\$ 0
CAGS Degree	\$1,500
Doctorate	\$ 0
Title I	\$5,000
Total Compensation	\$107,493

*Longevity amount subject to increase if Administrative Group negotiates increase in that benefit effective for subsequent contract years, in which event the Contract will be amended accordingly.

In addition to the increase as stated above in year two the Principal shall be eligible to receive a two (2) percent one-time bonus for a two (2) percent overall improvement in MCAS – no addition to the base.

- ◆ Pursuant to Paragraph 10.8 of the Memorandum of Understanding, the Board of Trustees shall set the salary and terms of this Contract of Employment for the Principal subject to the approval of the Superintendent.
- ◆ The PRINCIPAL shall be paid an annual salary of \$99,500 as of July 1, 2016 and \$100,993 as of July 1, 2017, payable in equal installments in accordance with the policy of the SCHOOL COMMITTEE OF THE CITY OF HAVERHILL. The PRINCIPAL may request a meeting prior to March 31 of each year for the purpose of salary discussions for the subsequent year.
- ◆ The PRINCIPAL shall be paid a Title I stipend in the amount of \$5,000 for the administration and management of this grant for the Silver Hill Horace Mann Charter School.
- ◆ The total regular compensation for the subsequent school years will be determined by the parties through negotiation consistent with their respective obligations under Chapter 71, Section 41 of the General Laws of Massachusetts and the terms of the Memorandum of Understanding.
- ◆ The salary stated herein shall not be reduced below the amount received in the previous contract year, provided, however, that a PRINCIPAL's salary may be reduced upon a demotion, reorganization or transfer to another position.
- ◆ The PRINCIPAL will be entitled to twenty-six (26) vacation days per year. Vacation days must be used in the fiscal year granted.
- ◆ The PRINCIPAL shall also receive a travel allowance in accordance with the Collective Bargaining Agreement between the Haverhill Public Schools Supervisory and Administrative Group and the Haverhill School Committee ("the Administrators Contract") annually for in-district travel. This compensation shall be divided in two (2) installments during each school year to be paid in December and June.
- ◆ ~~The PRINCIPAL shall also receive \$1,000.00 annually for life and/or disability insurance. The insurance provider shall be determined and invested by the PRINCIPAL.~~
- ◆ The PRINCIPAL will be granted longevity compensation as set forth in the Administrators' Contract.
- ◆ The PRINCIPAL shall be considered for special compensation during the term of this contract for services rendered beyond those contained in her job description and/or as determined by the Board of Trustees in accordance with the Massachusetts Department of Elementary and Secondary Education Charter Schools Technical Advisory 03-1 and the Superintendent of Schools.

5. **CONDITIONS OF EMPLOYMENT** — The PRINCIPAL shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the Policies of the Haverhill School Committee regarding Working Conditions of Principals, as contained in Attachment A and may be from time to time modified by the Board of Trustees, the Committee, Superintendent, and the General Laws of the Commonwealth.
6. **FRINGE BENEFIT** – The PRINCIPAL shall receive the same health insurance benefits and options available to school district employees as outlined in their Working Conditions – Attachment A.
7. **DUTIES AND RESPONSIBILITIES** — The PRINCIPAL shall be the educational leader and manager of her school(s) and shall supervise the operation and management of his/her school(s) and school property, subject to the supervision and direction of the Superintendent. The 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 educational support personnel, 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 Massachusetts General Laws, Chapter 71 as amended by the Education Reform Act of 1993. The Superintendent shall also have final authority as the assignments and transfers of the above listed staff from school to school. The PRINCIPAL shall also faithfully and effectively perform the duties contained in the Statement of Duties and Responsibilities of the PRINCIPAL as attached hereto in attachment marked B.

The PRINCIPAL recognizes that her responsibilities are not determined by prescribed hours and conditions and will perform the directed and implied duties of the position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Haverhill Public Schools.

8. **OTHER ACTIVITIES AND PROFESSIONAL DUES** — The PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his/her duties as PRINCIPAL and the PRINCIPAL has received prior approval of the Superintendent. Payment of dues or membership to professional associations may be provided for the PRINCIPAL if approved by the Superintendent and budgeted by the School Committee.
9. **ANNUAL WORK SCHEDULE** — The PRINCIPAL'S work schedule shall be as follows: twelve (12) month position is 227 days. The work year of the PRINCIPAL shall include the 180 school days (or days allocated as the instructional year) as set forth on the school calendar adopted by the School Committee unless otherwise approved by the Superintendent.

10. TERMINATION, DEMOTION, AND SUSPENSION —

- ◆ In the event that a PRINCIPAL desires to terminate her contract before the term of service shall be expired, she may do so with at least sixty (60) days written notice of intent to the Superintendent of Schools, and the Superintendent accepts said resignation. Otherwise the Superintendent may dismiss, demote or suspend the PRINCIPAL for good cause and in accordance with the procedure contained in Massachusetts General Laws, Chapter 71, Section 41 and 42D.

As used herein, good cause shall mean any grounds put forth by the Superintendent that is not arbitrary, irrational, unreasonable, or in bad faith or relevant to the sound operations of the school system. No arbitrator may substitute a definition of the words "good cause" other than stated herein.

11. EVALUATION — The Board of Trustees shall evaluate the performance of the PRINCIPAL annually based on/upon:

- the Duties and Responsibilities attached hereto;
- as presented and called for under Massachusetts General Laws, Chapter 71 as amended by the Education Reform Act of 1993 (including the Performance Standards);
- as contained in the Policies of the Haverhill School Committee;
- as contained in the policies and directives of the Superintendent;
- as contained in the policies and directives of the Board of Trustees;
- and
- the annual school improvement plan and goals mutually agreed upon by the PRINCIPAL, the Superintendent and the Board of Trustees.

The final evaluation may be allocated among those items with various weights as determined by the Board of Trustees. Such Evaluations will also serve as a foundation for the merit performance pay. The final evaluation shall be completed by the Board of Trustees and provided to the PRINCIPAL in writing no later than May 31 of each school year.

12. NO STRIKE — It is hereby agreed that a PRINCIPAL will not cause, condone, sanction, or take part in any strike, walkout, slow down or work stoppage.

13. ENTIRE AGREEMENT — This contract embodies the whole AGREEMENT between the City of Haverhill Public Schools and the PRINCIPAL and there are not inducements, promises, terms, conditions, or obligations made or entered into by either part other than those contained herein. The contract may not be changed except by in writing, by the part against which enforcement thereof is sought.

14. SEVERABILITY – It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts 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.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof.

PRINCIPAL Margaret Shepherd Date 6-30-16
Ms. Margaret Shepherd

FOR THE SILVER HILL HORACE MANN CHARTER SCHOOL BOARD OF TRUSTEES

CHAIR Gene V Zylkuski Date 06-30-2016
Mr. Gene V Zylkuski

FOR THE HAVERHILL PUBLIC SCHOOLS

SUPERINTENDENT James F Scully Date 6-30-2016
Mr. James F Scully

Attachment A: Working Conditions
Attachment B: Duties and Responsibilities

Attachment A Ms. Margaret Shepherd

July 1, 2016

Policy Statement
Working Conditions of Principals

- A. **Medical Insurance:** Principals are eligible to receive Health Insurance benefits. Effective July 1, 2012, the Committee agrees to pay the percentage voted for and approved upon as the set cost of the health insurance premium for the employee. The Principals will be enrolled in the Value Option Plan. These terms are subject to change.
- B. **Life Insurance:** Principals are eligible to receive life insurance in the amount of \$5,000. The School Committee of the City of Haverhill shall pay this benefit as it is available to other district employees.
- C. **Expense Reimbursement:** Principals shall be reimbursed for all expenses reasonably incurred in the performance of their duties in accordance with the laws of Massachusetts and the policies of the School Committee of the City of Haverhill, when approved in advance by the Superintendent of Schools. Whenever required to travel out of the city, principals shall be reimbursed at the rate per mile set by the School Committee for other employees. Principals will also be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences or other professional improvement sessions which have been approved in advance by the Superintendent of Schools. In addition, annual reimbursement for travel required within the city shall be at the following rates:
- D. **Sick Leave:** Twelve (12) month principals are entitled to seventeen (17) days of sick leave annually. This leave shall be permitted to accumulate to 150 days.
- E. **Extended Sick Leave:** In addition to regular sick leave, principals who have, by reason of a continuing illness depleted their sick leave allowance may request from the School Committee an extended sick leave allowance. In such consideration and at the sole discretion of the School Committee the allowance will be a grant not to exceed 150 working days in total. Eligibility for such extended sick leave allowance shall be determined by a physician selected by the Committee. Said physician must certify that the illness of the

principal is one likely to require a medically approved absence from school duties for a protracted period of time.

- F. **Sick Leave for Immediate Family:** Principals are entitled to utilize sick leave days for emergency illness or injury in the family (charged to sick leave). The number of days available for this purpose in any one year may not exceed the number of sick leave days allotted on an annual basis.
- G. **Personal Leave:** Principals are allowed, on a non-cumulative basis, three (3) days of paid personal leave. No reason other than "leave for personal reasons" shall be required when requesting this leave. Requests for such leave must be made in writing to the Superintendent, as soon as possible, and in advance whenever possible. If a principal does not use the three personal days during any school year, the unused personal leave days are noncumulative and cannot be carried over into the following year.
- H. **Bereavement:** Principals will be allowed to leave with pay up to five (5) days at any one time in the event of death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, of employee or spouse thereof, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any member of the immediate household. Principals will be allowed one (1) day to attend a funeral of a relative.
- I. **Maternity Leave:** Whatever provisions or policies with respect to maternity leave are applicable to teachers covered by the collective bargaining contract between the School Committee and the Haverhill Education Association shall also be applicable to female administrators who are covered by this Agreement. All state and federal laws, rules and regulations pertaining to maternity leave, including the right to use sick leave days for that portion of a maternity leave during which an Administrator is disabled from employment, shall also be applicable to the female administrators who are covered by this Agreement.
- J. **Child-rearing Leave:** Principals are eligible to receive up to one year of leave, without pay, for the purpose of either child-rearing or adoption. Upon receiving notification of being accepted on an adoption list, the principal shall notify the Superintendent. Upon receiving confirmation of the child's availability, the principal shall notify the Superintendent of the date. Leave shall commence immediately upon said date. The principal may continue health insurance during the period of leave, but will be responsible for the entire cost of the coverage. The principal is not eligible for sick leave benefits while on this leave. In addition to the unpaid leave, a principal who has adopted a child shall be entitled to the same paid leave benefits as set forth in Maternity Leave policy above.

- K. **Membership Dues:** Principals are eligible to receive reimbursement for professional membership in associations as approved in the budget document.
- L. **Vacation Days:** All twelve-month employees shall work no more than 227 days and are entitled to a four-week (twenty work days) vacation during the summer months (July and August) and six additional days during the regular school year for a total of twenty-six (26) pro-rated vacation days annually. All vacation time must be used within the year granted. No carryover days will be allowed and days will be considered lost if not used. Twelve (12) month administrators not completing a full work year shall receive a pro-rated allotment of vacation days based on the time worked. The specific dates of their vacation are to be determined mutually by the Principal in consultation with the Superintendent. However, it is further agreed that the Superintendent may, in his/her discretion, allow twelve-month personnel to take their vacation at any time of the year. The Superintendent of Schools, under special circumstances which he/she considers appropriate, may grant vacation time to the during times other than regularly scheduled vacation periods provided that the absence of such a person will not hamper or cause hardship or interfere with the operation of the staff, school or district for which he/she is responsible. Vacation time, in addition to that set forth in the preceding Section, shall be at the discretion of the Superintendent. The decision of the Superintendent on such matters shall be final.
- M. **Advanced Degree:** Principals shall be eligible as determined by the Superintendent for an additional stipend of \$2,500 per annum for holding a doctoral degree and \$1,500 for a CAGS in an area directly related to the performance of duties.
- N. The Principal shall be issued the proper technology for the use in the performance of his or her duties and such technology shall be returned immediately should he or she leave the district for any reason.
- O. **Minimum Benefits:** Principals shall be appointed by the Superintendent of Schools and his/her salary fixed in accordance with the guidelines approved by the School Committee. He/she shall be entitled at a minimum to all monetary fringe benefits granted to employees under the contract with the Haverhill Public Schools Administrative and Supervisory Group.
- P. **Indemnification:** Principals should immediately report, in writing to the Superintendent, all cases of abusive conduct and torts suffered by them in connection with their employment. The Haverhill School Committee will provide indemnification whenever a principal becomes eligible therefore pursuant to the provisions of Chapter 258 of M.G.L.

Q. ***Termination, Demotion and Suspensions:*** In the event that a principal desires to terminate his/her contract before the term of service shall have expired, he/she may do so with at least sixty (60) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation. Otherwise the Superintendent may dismiss, demote, or suspend the principal in accordance with Massachusetts General Laws, Chapter 71, Section 41 and 42D.

**PRINCIPAL
Haverhill Public Schools
Duties and Responsibilities**

The PRINCIPAL shall be the educational leader and manager of the school(s) and shall supervise the operation and management of the school(s) 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 work with the Central Administration and with School Improvement Teams and with professional staff, parent body and community of the school(s), to develop the distinctive educational mission of the school, including the school's educational organization, staffing pattern and parent involvement mechanisms.

The PRINCIPAL shall faithfully and effectively perform such duties and responsibilities as called for by:

- M.G.L., Chapter 71 (amended by the Education Reform Act of 1993)
- Policies of the Haverhill School Committee
- Position description of the Haverhill Public Schools
- Directives of the Superintendent of Schools or his/her designee
- Directives of the School's Board of Trustees
- The school's annual School Improvement Plan and Goals
- The regulations and requirements of grants, special or mandated programs, and the budget document/procedures.