

NEWBURYPORT PUBLIC SCHOOLS CONTRACT FOR PRINCIPALS

This agreement is made between the **Newburyport School District**, hereinafter referred to as the “District”, and **Administrator** (Principal), hereinafter referred to as the “Principal”. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT:

The District hereby employs **Administrator** as principal in the Newburyport Public Schools and **Administrator** hereby accepts employment as a principal in the Newburyport Public Schools, subject to the terms and conditions hereinafter provided. The principal’s assignment shall be the **Rupert A. Nock Middle School**, but such assignment may be changed during the term of this agreement after notice by the Superintendent to the Principal.

2. TERM:

This agreement and the principal’s employment there under, shall commence on **July 1, 2019** and shall remain in full force and effect until **June 30, 2022**, unless terminated prior to its expiration date by the Superintendent or the Principal in accordance with the terms set forth below. This Agreement will be extended an additional year pursuant to G.L. c.71 s.41, for a one year term unless the Superintendent gives notice not to extend the Agreement at least sixty (60) days prior to the effective termination date.

3. DUTIES AND RESPONSIBILITIES:

The principal, subject to the supervision and direction of the Superintendent shall perform faithfully and to the best of his/her ability the duties of principal, which are included in the principal’s job description. The principal shall act as the educational and organizational leader of the school to which he/she is assigned. The duties and responsibilities of said position shall include but not be limited to, those duties and responsibilities as described by Massachusetts General Laws Chapter 71. In addition thereto said duties and responsibilities shall include those duties and responsibilities as, from time to time, may be assigned to the principal by the Superintendent. The principal recognizes that his/her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his/her position as described by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Newburyport Public Schools. The principal shall devote full time skill, labor and employment to the District, excepting that with the prior agreement and written approval of the Superintendent, the principal may undertake other employment, which in the sole discretion of the Superintendent is consistent with and will not derogate from the role of principal and educational leader.

4. LICENSURE:

The principal shall furnish to the Superintendent and maintain throughout the term of this contract a valid and appropriate license qualifying him/her to act as principal in the Commonwealth of Massachusetts.

5. ADMINISTRATOR EVALUATION AND PERSONNEL FILES:

Principals will be evaluated annually by the Superintendent. The evaluation shall be based on the quality of performance as designated in the principal's job description and annual goals as agreed to by the Superintendent and the principal. Other procedures for evaluation shall be consistent with Section 38 of Chapter 71 of the General Laws. The process and goals of the evaluation shall be those agreed to by the Superintendent and the Principal, but in all cases the Principal's performance will be evaluated by **June 30** or as soon as practicable thereafter. The Principal shall be given an opportunity to submit a written response to the Superintendent's evaluation.

6. SALARY:

The principal shall receive an annual salary of \$xxx payable in 26 bi-weekly installments. The Superintendent and the principal shall meet on or before June 30 of each year for the purpose of reviewing salary and benefits to be paid the principal for the following contract year.

7. WORK YEAR AND VACATIONS:

The work year is defined as twelve months in duration for all principals unless otherwise agreed upon by the Superintendent. The Principal shall be entitled to twenty-five days of vacation leave annually, subject to the prior approval of the Superintendent. Except for extraordinary circumstances as determined by the Superintendent, leave shall not be requested when school is in session. Vacation days shall not be cumulative. Principals may carry over ten vacation days to be used by August 31 of the year into which the days are carried. If the Superintendent directs the Principal in writing to requests the principal postpone all or part of a vacation leave, the amount of leave postponed shall be carried over to the next contract year.

8. SICK LEAVE AND ADDITIONAL BENEFITS:

In addition to the salary and vacation benefits enumerated above the principal shall receive:

- A. Eighteen days of sick leave accrued annually to be used for personal illness, cumulative to 150 days.
- B. Long Term Disability: The principal, after a 90 day qualification period, will receive a long-term disability benefit to equal 66.67% of covered monthly earnings to a maximum monthly benefit of \$5,000. The long-term disability will be in effect to age 65 or retirement, subject to continuance of illness.
- C. Family Leave: The principal who becomes a parent may be granted a leave of absence without pay. Other leaves of absence consistent with the *Family Medical Leave Act of 1993* may be granted. In no event shall child-rearing leave exceed two years.
- D. Personal Days: The principals are entitled to personal day leave for four non-cumulative days per year. Notification to the Superintendent shall be made in advance except in the case of emergency.
- E. Religious Leave: The principal is entitled to religious leave. Requests for observance of religious holidays shall be made in advance with the Superintendent.

- F. Bereavement Leave: The principal is entitled to five days of bereavement leave in the case of the death of a spouse, child, person living in his/her household, parent or sibling. One day shall be granted in the case of the death of a friend or more distant relative. Duration of a leave may be extended at the discretion of the Superintendent.
- G. Leave of Absence Without Pay: A leave of absence without pay or increment may be granted to a principal for reasons which include but are not necessarily limited to family illness, study or travel or the seeking or holding of a political office. Such leaves will be at the discretion of the Superintendent.
- H. Sabbatical Leave: Upon the approval by the Superintendent sabbatical leaves may be granted to the principal in accordance with M. G. L. Chapter 71:41A, and subject to conditions which include: completion of seven years of active service as a principal in the School System and one year advance notice of said leave in writing to the Superintendent of Schools. Principals on sabbatical leave will receive full salary for 1/2 year, or 50% salary for full year. No sabbatical leave will be granted for more than one full academic year. Principals on sabbatical leave shall be required to return to service in the Newburyport Public Schools for a period equal to twice the length of the leave or reimburse the School System the wages received during their sabbatical leave.

9. INSURANCE:

The School Committee will pay the same percentage paid by the City of Newburyport for other employees for the cost of:

- 1. A \$5,000 term life insurance plan as provided by the City of Newburyport.
- 2. Group health insurance as provided by the City of Newburyport.
- 3. Group dental insurance as provided by the City of Newburyport.

10. PROFESSIONAL DEVELOPMENT:

The principals are expected to continue their professional development of the knowledge and skills necessary to be stronger educational leaders. The Superintendent may require principals to attend seminars, courses and professional meetings.

With the approval of the Superintendent, principals may also participate in such meetings, conferences, courses and other activities that serve the purpose of professional development.

The School Committee will pay expenses including fees, meals, lodging, transportation and other reasonable costs for any professional development activities directed and approved by the Superintendent. The School Committee will pay the cost of any in-service courses sponsored by the School Committee. Principals will be reimbursed 50% of the cost of tuition for courses taken at accredited colleges and universities, up to a maximum of \$1000 per year, provided approval has been obtained by the Superintendent prior to enrollment.

11. BUDGET RESPONSIBILITIES:

During the term of this agreement the principal shall adhere to the provisions of General Laws Chapter 44, Section 31 (Liabilities in Excess of Appropriations: Exceptions). Failure to do so may be deemed at the option of the Superintendent “good cause” for dismissal.

12. TERMINATION/DISCIPLINE:

- a. The Superintendent may terminate this Agreement and the employment of the Principal during the contract term as determined by the Superintendent in her sole discretion after giving notice of her intent to terminate the Agreement and the Principal’s employment. If the Principal has served less than three (3) consecutive years in the position of principal, then the termination of this contract may be for any reason or no reason at all. If the Principal has served in the position of principal for three (3) or more consecutive years, then such termination shall be for good cause as defined by M.G.L. c.71 s.41.
- b. It is specifically understood and agreed that the non-renewal of this Agreement, and the decision not to extend the employment of the Principal beyond the termination date of this Agreement, is not a dismissal or a demotion within the meaning of M.G.L. c.71 s. 41.
- c. The Superintendent may discipline the Principal for cause as determined by the Superintendent in her sole discretion after giving the Principal notice of such proposed discipline. Such discipline may include, but is not limited to, warnings, reprimand and/or suspension.
- d. During the term of this Agreement, the Principal may voluntarily leave the employment of the Newburyport Public Schools, provided the Principal serves the Superintendent with written notice at least ninety (90) days in advance of his/her expected departure date.

13. INVALIDITY

If any paragraph of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

14. APPLICABLE LAW

The law of the Commonwealth of Massachusetts shall apply to the interpretation of this Agreement. No court shall have jurisdiction to decide any dispute between the parties, except a court sitting in the Commonwealth of Massachusetts.

15. INDEMNIFICATION

Principals shall immediately report in writing to the Superintendent all cases of assault suffered by them in connection with their employment. They shall comply with the procedures and policies of the City of Newburyport relative to workers’ compensation claims arising out of such assaults.

In addition, the City of Newburyport will provide indemnification to the Principal to the extent required by M.G.L. c.258.

16. ENTIRE AGREEMENT:

This Agreement embodies the whole Agreement between the District and the Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be altered, amended or modified except by a writing signed by the Superintendent and the Principal.

In witness whereof, the parties hereunto sign and seal this agreement and duplicate thereof

this _____ day of _____, _____.

NEWBURYPORT PUBLIC SCHOOLS

By : _____
(Principal)

By: _____
(Superintendent of Schools)