

**Contract of Employment
Between The North Andover Public Schools
and [REDACTED], Assistant Principal**

AGREEMENT made this 1st of July, 2014 between the North Andover Public Schools, hereinafter referred to as the "District", and [REDACTED], hereinafter referred to as the "Assistant 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 [REDACTED] as Assistant Principal of North Andover High School, subject to the terms and conditions hereinafter provided.

2. TERM

This agreement shall be for a three-year period, beginning July 1, 2014 and terminating on June 30, 2017. The Superintendent will notify the Assistant Principal on or before January 15, 2017 as to whether he intends to renegotiate, renew or terminate this contract. Pursuant to M.G.L. Chapter 71, Section 41, failure of the Superintendent to notify an Assistant Principal of the proposed non-renewal of his/her contract at least sixty days prior to the expiration date of such contract shall automatically renew the contract for an additional one year period.

3. COMPENSATION

The District agrees to pay the Assistant Principal, in consideration of the faithful, diligent and competent performance of her duties, and responsibilities as provided herein, and the statutes and regulations of the Commonwealth of Massachusetts, at the following rate of pay:

July 1, 2014 through June 30, 2015	\$101,391.69
July 1, 2015 through June 30, 2016	T.B.D.
July 1, 2016 through June 30, 2017	T.B.D.

The salary shall be payable in accordance with current practice. The Assistant Principal shall receive an additional longevity stipend in the amount of \$1,000 per contract year for completing 5 years of service with the North Andover Public Schools. The Assistant Principal shall also receive a CFG Facilitator stipend in the amount of \$2,000 and a BRC Coordinator stipend in the amount of \$1,500.

4. TRANSFER AND ASSIGNMENT

The Assistant Principal is hereby assigned as Assistant Principal of North Andover High School. The Superintendent may, after consultation with the Assistant Principal, transfer or assign the Assistant Principal to another Assistant Principal position within the District. Such a transfer shall have no effect on the salary of the Assistant Principal prior to the end of the fiscal year in which the transfer takes place.

5. RESIGNATION

In the event the Assistant Principal desires to terminate this contract on or before June 30, 2017, he may do so by giving at least thirty (30) days notice of his intention to the District.

6. DUTIES AND RESPONSIBILITIES

The Assistant Principal shall diligently, faithfully, and competently perform his duties and responsibilities imposed upon or required of the Assistant Principal under:

- a. The statutes of the Commonwealth including, without limitation, M.G.L. Chapter 71;
- b. The policies of the North Andover School Committee; and
- c. The Assistant Principal's individual goals, as established by the Assistant Principal and the Principal.

7. *WORK DAY/WORK YEAR*

Work Day: The Assistant Principal recognizes that the proper performance of his duties and responsibilities may require the Assistant Principal to work longer than the school day and that his duties and responsibilities are not confined to prescribed hours.

Work Year: The Assistant Principal shall work 220 days per contract year and the expectation is to work during the scheduled 184 calendar school days. The Assistant Principal shall inform the Principal of the remaining 36 days (out of the 220 days) that he plans on working during the school year. The Assistant Principal may submit a written request to the Principal if he changes any of the 36 original days he was scheduled to work and this must be approved by the Principal.

8. *DISMISSAL DEMOTION, OR SUSPENSION*

The Superintendent may suspend, demote or dismiss the Assistant Principal in accordance with the provisions of M.G.L. Chapter 71, Sections 41 and 42d. It is understood and agreed that non-reappointment of the Assistant Principal by the Superintendent upon expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal.

a. Good Cause: Where good cause exists, the Superintendent may discharge a Assistant Principal who has served in that position in the district for three full and consecutive years, thereby terminating this contract prior to the expiration date stated above, provided the Assistant Principal has been informed of the basis for the Superintendent's decision and has been given an opportunity to exercise any rights he or she may have under M.G.L., Chapter 71, Sections 41 and 42.

b. Superintendent's Discretion: A Assistant Principal serving in that position in the district for less than three full and consecutive years may be discharged at any time by the Superintendent as the Superintendent's discretion. Discharge will follow provision by the Superintendent of a notice of intent to dismiss with an explanation of the proposed grounds therefore and an opportunity for a meeting within fifteen days following the notice of intent as required by M.G.L. Chapter 71, Section 41. An Assistant Principal employed for fewer than three full consecutive schools years is not permitted to file a petition for arbitral review of the Superintendent's decision under M.G.L., Chapter 71, Section 42.

c. Non-renewal: This agreement expires on a date certain. If the parties are unable or unwilling to agree to extend this agreement in writing it shall terminate on the originally stated expiration date in clause 2 above. Upon expiration of the original term of employment, or any subsequent term of employment contained in a written amendment or successor agreement, all rights of the parties under the employment agreement shall cease and the Assistant Principal even if employed by the District for more than three full and consecutive years in that position, shall have no rights or claims for continued employment against the Superintendent or the District under the original and or extended contract.

9. *SICK LEAVE*

The Assistant Principal shall be entitled to sick leave benefits of fifteen (15) days per year, to a maximum accumulation of two hundred and twenty-five (225) days. Sick days accrue at 1.25 days per month.

10. *PERSONAL LEAVE*

The Assistant Principal shall be entitled to two (2) personal days leave annually to transact business which cannot be conducted outside the normal working hours. Unused personal days shall not be carried over from year to year.

11. *BEREAVEMENT LEAVE*

The Assistant Principal shall be granted up to five (5) days leave with pay on account of death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister or member of the household in which the Assistant Principal is living.

An absence of up to three (3) days shall be granted for the purpose of attending the funeral of the Assistant Principal's grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law or brother-in-law.

12. *JURY DUTY*

In the event the Assistant Principal is called for jury duty, he shall be permitted to be absent from work and shall be paid for time spent as a juror, the difference between the amount received for jury duty and the amount he would have received for regular salary.

13. *TUITION PAYMENT*

The Assistant Principal shall be eligible for tuition payment, subject to the following terms and conditions:

- a. Application for course payment shall be made, in writing, to the Superintendent in advance of the commencement of the course.
- b. The course for which payment is sought must be approved in advance by the Superintendent.
- c. The maximum payment per contract year is \$1,000.00.
- d. At the conclusion of the course, the Assistant Principal must provide the Superintendent with proof that the course was completed. Failure to do so will result in a forfeiture of the tuition payment.

14. *INSURANCE*

The Assistant Principal shall be eligible to participate in the same health, dental and life insurance benefits provided by the Town of North Andover to other exempt and/or non-union employees employed in the District, subject to the terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

15. *ACCEPTANCE OF NON-RESIDENT CHILDREN*

The Interim Assistant Principal in the North Andover School System who is not a resident of the Town will have the option, at no cost, of having his/her child(ren) attend the regular education program of the North Andover School System. This is subject to the availability of space decided by the Superintendent of Schools on an annual basis. Such approval shall not be unreasonably withheld.

16. *REIMBURSEMENT FOR EXPENSES*

The Assistant Principal shall be reimbursed for all expenses reasonably incurred in the performance of his duties in accordance with the laws of Massachusetts and the policies of the North Andover School Committee, when approved in advance by the Superintendent. Whenever required to travel, the Assistant Principal shall be reimbursed at the current Town of North Andover rate. Assistant 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.

17. *CERTIFICATE*

The Assistant Principal shall furnish to the Superintendent and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as an Assistant Principal in the Commonwealth.

18. *EVALUATION*

The Principal shall evaluate the performance of the Assistant Principal, in writing, each year during the term of this agreement.

The evaluation plan format, describing the evaluation and process, will be established by the Superintendent. Each evaluation judgment made shall be in writing, and shall be supported by rationale and objective evidence. The evaluation will be based on responsibilities described in the job description and the performance objectives developed by the Principal and Assistant Principal.

The evaluation process will include the following components:

- a. The Assistant Principal and Principal will work together to develop goals and objectives for the school year.
- b. The Assistant Principal will have regular opportunities to meet with the Principal to discuss his goals, areas of concern within the building, and other pertinent issues.
- c. The evaluation process will include a formal evaluation conference, as well as a written performance appraisal (to be completed by the Principal no later than June 15th of each year during the term of the contract).

19. *PROFESSIONAL ACTIVITIES*

The Assistant Principal may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not interfere with or derogate from his duties as Assistant Principal. In any case, when such activities may interfere with or derogate from his duties as Assistant Principal, the Assistant Principal must obtain the advance approval of the Superintendent.

20. *OTHER BENEFITS*

The North Andover Public Schools shall pay for expenses for the Assistant Principal's membership in professional organizations and professional publications reasonably related to the performance of the Assistant Principal's duties, subject to the approval of the Superintendent.

21. *ENTIRE AGREEMENT*

This contract embodies the whole agreement between the District and the Assistant Principal. This agreement may not be changed except by agreement in writing signed by all parties.

22. *INVALIDITY*

If any paragraph, part of, or rider to this agreement is invalid, it shall not affect the remainder of said agreement, but said agreement shall be binding and effective against all parties.

23. *RIGHTS RESERVED*

The parties to this contract reserve all rights guaranteed them under the Constitution of the United States and the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and duplicate thereof this 1st day of July 2014.

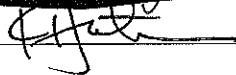
Assistant Principal Signature: _____



Date: _____

7/18/14

Superintendent Signature: _____



Date: _____

7/23/14