

GLOUCESTER PUBLIC SCHOOLS  
Gloucester, Massachusetts

**Contract Agreement Between**

**GLOUCESTER PUBLIC SCHOOLS**

**&**

**ASSISTANT PRINCIPAL OF O'MALEY MIDDLE SCHOOL**

Agreement made this **29th** day of **October 2007**, by and between the Gloucester School District in Essex County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and the **ASSISTANT PRINCIPAL OF O'MALEY MIDDLE SCHOOL**. Said District has and does hereby employ said **ASSISTANT PRINCIPAL OF O'MALEY MIDDLE SCHOOL** on **July 1, 2006**. Both parties agree that said employee (hereinafter referred to as the "**ASSISTANT PRINCIPAL OF O'MALEY MIDDLE SCHOOL**") shall perform the duties of **ASSISTANT PRINCIPAL OF O'MALEY MIDDLE SCHOOL** prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Gloucester School Committee under the direction of the Superintendent.

The parties hereto agree as follows:

1. **EMPLOYMENT**

The District hereby employs the **ASSISTANT PRINCIPAL OF O'MALEY MIDDLE SCHOOL** of the **GLOUCESTER PUBLIC SCHOOLS**. The administrator hereby accepts such employment on the following terms and conditions:

2. **TERMS**

The term of employment set by this Agreement shall be in the period commencing, **July 1, 2007** and ending **June 30, 2008**. This Agreement shall be automatically renewed and shall remain in full force and effect from July 1 through June 30, unless either:

1. the employee notifies the Superintendent at least sixty (60) days prior to June 30, **2008**, or any June 30, thereafter, of such employee's wish to modify or terminate this Agreement; or
2. the Superintendent notifies the employee at least sixty (60) days prior to June 30, **2008**, or any June 30, thereafter, of his/her proposed non-renewal of this Agreement or his/her wish to modify this Agreement.

3. **COMPENSATION**

**A. Annual Salary**

The employee shall be paid an annual salary, effective **July 1, 2007** to **June 30, 2008** of **\$74,000**, per year based on his/her performance and available funds, payable in **26** equal installments, in accordance with the rules of the School Committee governing payment of other professional staff members employed by the School Committee. **The work year shall be 200 days.** The specific days will be at the discretion of the Superintendent of Schools. Before July 1, the administrator shall submit a list of proposed workdays for the ensuing year for approval. In the case of administrators who report to someone other than the Superintendent, the proposed workdays will be submitted to the immediate supervisor for approval prior to submission to the Superintendent. Salary adjustments will be made prior to July 1 of each succeeding year based on availability of budgeted funds and performance review.

**B. Professional Achievement Incentive Plan**

The employee may develop a set of goals and objectives, beyond the basic goals and objectives he/she developed pursuant to the annual evaluation process, to be known as the Gloucester Professional Achievement Incentive Plan. The Plan will include enumerated objectives and a narrative, explaining how the employee expects to achieve these objectives. The Plan will include a procedure for providing documentation or other substantiation for the successful execution of the objective(s) outlined therein. The Plan must be submitted to the Superintendent of Schools each year by the end of August. The Superintendent shall meet with the Employee to discuss the Plan submitted. The Superintendent shall have the discretion to approve or reject the employee’s Plan, in whole or in part, based on his/her judgment as to whether or not the Plan exceeds the basic goals and objectives of the position.

At the end of each fiscal year, the Superintendent shall make a determination as to whether the employee has achieved, in whole or in part, the objectives outlined in the Plan developed under the foregoing paragraph. The Superintendent shall have the discretion to award the employee up to three percent (3%) in his/her salary, effective on July 1 of the ensuing fiscal year. This merit increase shall be in addition to any general salary increase the employee receives.

Payments made in recognition of the achievement of goals agreed under this plan will be one-time payments.

**C. Negotiations**

It is expressly agreed that the employee shall retain the right to negotiate over salary and other terms and conditions of employment, and the District recognizes the right of the employee to obtain and utilize legal counsel in all aspects of the negotiation process. The parties agree that negotiations shall commence no later than sixty (60) days prior to June 30. It is further expressly agreed that during these negotiations, the parties shall be required to engage in good faith efforts to reach agreement, which may include presenting relevant data, exchanging points of view, and making proposals and counter proposals. The Superintendent agrees to make available for inspection by the employee or the employee’s counsel, upon written request, all relevant and necessary information to the extent required by law.

**D. 403B Plan**

Administrators included in this agreement will be eligible for the 403B annuity plan as defined in Article 32, Section A, of the 2004-2007 Gloucester School Committee/Gloucester Teachers Association Agreement.

**E. Professional Development/Extended Commitment**

If the administrator agrees to (1) re-sign and (2) submit in writing confirmation of the holding of a current and appropriate administrative license issued by the Department of Education of the State of Massachusetts, he/she shall receive a payment in recognition of the extended commitment as follows (from the sign-up on the contract):

- The 5<sup>th</sup> through the 9<sup>th</sup> consecutive year - \$400.00 Bonus
- The 10<sup>th</sup> through the 15<sup>th</sup> consecutive year - \$800.00 Bonus
- The 16<sup>th</sup> through the 19<sup>th</sup> consecutive year - \$1,200.00 Bonus
- The 20<sup>th</sup> + consecutive year - \$1,600.00 Bonus

The years of service shall be years employed in the Gloucester Public Schools. The bonuses will be paid prior to December 1<sup>st</sup> each year.

F. **Mediation**

In the event that the parties are unable to reach agreement after a reasonable period of good faith negotiations, any unresolved Agreement between the District and the employee will be submitted to an impartial mutually selected third party. Mediation is voluntary and not binding on either party.

4. **TERMINATION**

The parties will abide by the legal requirements contained in Chapter 71, Section 41 of the Acts of 1993 prior to removal of the **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** from his/her position during the term of this agreement. The Superintendent may dismiss, demote, or suspend the **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** for good cause. “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.

5. **CERTIFICATE**

The **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** shall furnish and maintain during the term of this Agreement a valid and appropriate certificate qualifying him/her to act in his/her position as required by Chapter 71, Section 38G of the Acts of 1993.

6. **DUTIES**

The **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** shall perform faithfully and to the best of his/her ability the duties of **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** pursuant to Chapter 71, Section 53 of the Acts of 1993, the role description of his/her position, and all other duties assigned to him/her under the supervision and direction of the Superintendent of Schools or his/her designee. The administrator will perform his/her duties in a manner that reflects the high standards of personal conduct and ethical behavior expected of the holder of a public leadership position within a public school.

Although the work year for the **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** may not be the full year, it is expressly understood by both parties that such employee shall bear full year-round responsibility for his/her position duties.

**7. VACATION**

Only 12 month employees receive twenty-five (25) days of paid vacation per year to be taken at the discretion of the employee. No carry-over of vacation time will be allowed without the expressed written approval of the Superintendent. If an administrator has any previous accrued vacation time he/she shall:

1. with the annual approval of the Superintendent, carry over such unused vacation time for use in the next fiscal year, and/or
2. be paid upon retirement or termination of Agreement by either party for any vacation time that the employee neither used nor carried over.

**8. SICK LEAVE**

The employee is entitled to 165 paid sick days per annum. The Superintendent of Schools has discretion to agree to additional days.

**9. FUNERAL LEAVE**

- A. In the event of a death in the administrator’s immediate family, the administrator shall be allowed to be absent from work, with pay, for five (5) or more working days at the discretion of the Superintendent. Immediate family, as used herein, shall mean the administrator’s father, mother, child, spouse, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other relative living in the administrator’s household.
- B. In the event of the death of the administrator’s grandparents, grandchildren, aunt, uncle, nephew, or niece, the administrator will be allowed five (5) or more working days at the discretion of the Superintendent.
- C. Additional paid days for funeral leave purposes may be granted at the discretion of the Superintendent.

**10. PERSONAL LEAVE**

Three (3) personal days, which may be consecutive, will be provided upon the approval of the Superintendent who may waive the maximum number of days allowed. Requests shall be limited to items of personal business which cannot be dealt with during the after school, evening, and weekend periods.

**11. FAMILY AND MEDICAL LEAVE ACT**

The District will comply with all the requirements of the Family and Medical Leave Act of 1993.

12. **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The District will pay 75% (up to \$1,000 per year) of the reasonable expenses (including fees, meals, lodging, and transportation) incurred by the **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** who attends workshops, seminars, conferences, or other professional improvement meetings in the continental United States.
- B. The District agrees to pay 100% of travel expenses, fees, meals, and lodging for those conferences which the Superintendent recommends as necessary.
- C. Subject to available funds, the administrator will be entitled to reimbursement of the full cost of up to two (2) approved courses satisfactorily completed during the twelve month period commencing July 1st. An administrator may be reimbursed hereunder for no more than three (3) credit hours per approved course. In order to qualify for reimbursement hereunder, a course must be approved in advance by the Superintendent and have commenced subsequent to the execution date of the Agreement. Satisfactory completion is defined as a grade of “B” or better, “Pass” in a pass/fail system, or a certificate indicating “Satisfactory Completion” if specific grades are not used. An “approved” course is one which is a subject closely related to the discipline in any area that would directly affect the role of and be beneficial to the growth of the administrator and for which approval for reimbursement from the Superintendent has been obtained prior to the administrator starting the course. Courses other than those earning university credit may be accepted for tuition reimbursement at the discretion of the Superintendent. The Superintendent’s decision on whether to approve a course is final and binding.
- D. With effect from July 1, 2005, when the district reimburses an employee for a doctoral program, the employee will remain an employee of the district for a period of no less than two (2) years following completion of the program. In the event of the employee leaving the employment of the district prior to completion of the program, the employee will reimburse the district for all tuition reimbursements related to the program. In the event of the employee leaving the employment of the district within a period less than two years following completion of the doctoral program, the employee will reimburse the district with fifty percent (50%) of the tuition fee reimbursement.

- E. In addition to the reimbursements referred to in this section, an administrator may submit to the Superintendent a request for a professional development payment for in-service workshops and/or the development and/or implementation of new programs designed to advance the system-wide goals.

**13. INSURANCE**

- A. The employee shall be eligible to participate in the City of Gloucester group insurance plan in accordance with the terms and conditions established by the City of Gloucester and the terms and conditions of the contracts of insurance between the City of Gloucester and the insurance carrier. The District shall contribute 75% of the monthly premiums for any health, life, or disability coverage obtained by the employee pursuant to this paragraph, or the rate determined by the City of Gloucester through negotiations.
- B. Liability Insurance - The administrator shall be covered under the umbrella policy of the City of Gloucester for liability coverage while engaged in his/her duties as a Gloucester School Department administrator.
- C. In the event that any other employee group in Gloucester obtains disability insurance pursuant to their employment, this paragraph may be re-opened at the option of the employee for the purpose of negotiating over providing such disability insurance to the employee.

**14. EVALUATIONS**

The Superintendent of Schools and/or the administrator’s immediate supervisor shall evaluate the performance of the administrator in writing at least once annually not later than May 1st based upon:

- 1. the duties and responsibilities contained in the administrator’s job description;
- 2. as presented and called for under Chapter 71, Section 38, as amended by the Education Reform Act of 1993;
- 3. as contained in the Policy Manual of the Gloucester School Committee;
- 4. as contained in the policies and directives of the Superintendent; and
- 5. the annual School Improvement goals mutually agreed upon by the administrator and the Superintendent. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.
- 6. Progress on Incentive Goals, if applicable

15. **PROTECTION OF ADMINISTRATORS**

The administrator shall immediately report to the Superintendent any instance of abusive conduct, torts, or assault suffered by him/her in the course of his/her employment. The administrator will not suffer loss of pay or sick leave benefits as a result of such reported assault. The Committee will, upon request of such administrator, provide legal support pursuant to the provisions of M.G.L., Chapter 258.

16. **MILEAGE REIMBURSEMENT**

Administrators who are assigned to more than one (1) school and who are required to use their own vehicles in the performance of their duties and responsibilities shall be reimbursed for all required mileage at the rate set by the School Committee if such mileage is covered by a voucher.

17. **TAX-DEFERRED ANNUITY**

The Committee, at the request of the administrator and in accordance with Massachusetts law, shall withhold and transfer an amount of salary, as designated by administrator, annually, semi-annually, or monthly, to a tax-deferred annuity program chosen by administrator.

18. **CURRICULUM WORK**

The Employee shall be compensated for teaching in-service courses and other similar curriculum-related work pursuant to the same formula by which teachers are compensated for their curriculum work pursuant to the Professional Development and Educational Improvement clause of the teachers' contract.

19. **ENTIRE AGREEMENT**

This Agreement embodies the entire understanding and agreement between the District and the **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL** and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in writing signed by both the District and the **ASSISTANT PRINCIPAL OF O’MALEY MIDDLE SCHOOL**. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

20. **VALIDITY**

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this \_\_\_\_\_ day of **October 2007**.

\_\_\_\_\_  
Assistant Principal of O’Maley Middle School

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Superintendent of Schools