

PEMBROKE SCHOOL DEPARTMENT
ADMINISTRATIVE/PERSONAL SERVICES
EMPLOYMENT CONTRACT

AGREEMENT made this thirteenth day of June, 2016, by and between the PEMBROKE SCHOOL COMMITTEE, hereinafter referred to as the COMMITTEE, and hereinafter referred to as the ADMINISTRATOR.

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

EMPLOYMENT: The COMMITTEE hereby employs _____ as the ADMINISTRATOR within the public schools of PEMBROKE, and the ADMINISTRATOR hereby accepts employment on the following terms and conditions:

1. ASSIGNMENT: At the inception of this agreement, the ADMINISTRATOR is hereby assigned as the Principal of Pembroke High School.
2. TERMS: The ADMINISTRATOR shall be employed for a THREE (3) year period commencing July 1, 2016 through June 30, 2019. If the Superintendent fails to notify the ADMINISTRATOR of the non-renewal of this agreement, or any subsequent agreement at least ninety (90) days prior to its expiration, it shall be automatically renewed for an additional one year period.
3. COMPENSATION:
 - a. The ADMINISTRATOR shall be paid an annual salary commencing July 1, 2016 of \$120,741. Amounts will be payable in equal installments in accordance with the policy of the SCHOOL COMMITTEE OF THE TOWN OF PEMBROKE;



June 13, 2016

PEMBROKE PUBLIC SCHOOLS
ADMINISTRATOR

The salary for the subsequent contract years shall be determined on or around June 30 of the year preceding subsequent contract years.

b. The salary stated herein shall not be reduced below the amount received by the ADMINISTRATOR in the previous contract year.

4. CONDITIONS OF EMPLOYMENT: The ADMINISTRATOR shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the Policies of the Pembroke School Committee regarding working conditions of ADMINISTRATOR as contained in attachment "A" and as may be from time to time modified by the Committee, Superintendent and the G.L. of the Commonwealth.
5. DUTIES AND RESPONSIBILITIES: The ADMINISTRATOR shall faithfully and effectively perform the duties contained in the job description of ADMINISTRATOR. The ADMINISTRATOR recognizes that his/her responsibilities and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of his/her 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 Pembroke Public Schools.
6. OTHER ACTIVITIES AND PROFESSIONAL DUES: The ADMINISTRATOR may accept speaking, writing, lecturing, or other engagements of a professional nature provided they do not derogate from his/her duties as ADMINISTRATOR and the ADMINISTRATOR has received prior approval of the Superintendent.
7. ANNUAL WORK SCHEDULE: The ADMINISTRATOR shall work 12 months of the year, less paid holidays, vacations and other leaves authorized by policy or the SUPERINTENDENT.



8. PERFORMANCE: The ADMINISTRATOR shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the ADMINISTRATOR and the Superintendent of Schools in writing.

9. TERMINATION, DEMOTION AND SUSPENSIONS:

- a. In the event that the ADMINISTRATOR desires to terminate his/her contract before the term of service has expired, he/she may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation;
- b. The Superintendent may dismiss, demote or suspend the ADMINISTRATOR for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if the ADMINISTRATOR is eligible to elect such procedures by virtue of service for three or more full consecutive years;
- c. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question of whether such grounds were put forth in good faith.
- d. In the event that the Superintendent of Schools desires to terminate this contract due to a reduction in force or good faith reorganization or other budgetary reasons before the term of the contract has expired, he/she may do so with at least sixty (60) days written notice of intent to the Administrator.



10. EVALUATION: The Superintendent shall evaluate the performance of the ADMINISTRATOR annually based upon:

- a. the duties and responsibilities contained in the ADMINISTRATOR job description;
- b. as presented and called for under M.G.L., chapter 71 as amended by the Education Reform Act of 1993;
- c. as contained in the Policies of the Pembroke School Committee;
- d. as contained in the policies and directives of the Superintendent; and
- e. the annual 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.

11. ENTIRE AGREEMENT: This contract embodies the whole agreement between the TOWN OF PEMBROKE SCHOOL DEPARTMENT and the ADMINISTRATOR and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing by the party against whom enforcement thereof is sought.

12. 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 this 13th day of June, the year 2016.

ADMINISTRATOR

Date

Superintendent of Schools

Date

ATTACHMENT A

1. Health Insurance: The ADMINISTRATOR shall be entitled to the same insurance (medical and hospital) benefits and options as all other employees of the Pembroke School Department; cost for individual or family membership to be shared 75/25 by the Committee and the ADMINISTRATOR.
2. Life Insurance: \$10,000 Term Life Insurance Policy; the cost of the premium to be shared 75/25 by the Committee and the ADMINISTRATOR.
3. Retirement System Membership: The ADMINISTRATOR shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L., Ch. 32, Section 2.
4. Sick Leave: The ADMINISTRATOR shall be entitled to sick leave in an amount equal to, but not in excess of, eighteen (18) days of sick leave each year of this contract and any extensions hereunder; sick leave to be earned at the rate of one and one-half (1 ½) days per months worked. The eighteen (18) days annual sick leave shall become available to the ADMINISTRATOR on the first day of each work year. Unused sick leave shall be cumulative up to two hundred (200) days.
5. Bereavement Leave: Up to five (5) days each time there is a death of his/her spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, niece/nephew, grandparent, or grandchild. Additional time beyond five (5) days may be



granted by the Superintendent. Additional time will be subtracted from accumulated sick leave.

6. Maternity/Paternity Leave: Shall be granted to the ADMINISTRATOR without pay or increment in compliance with applicable Federal and State statutes.
7. Personal Business: Up to three (3) days for personal business that cannot be conducted on a non-school day during non-school hours, provided that reasonable advance notice containing a reasonable explanation of such absence is given in writing to the Superintendent. In an emergency, the preceding requirement may be waived provided that the individual notify the Superintendent in writing immediately upon her return to school. Personal days shall not normally be used to extend vacations or holidays, nor shall they normally be taken at the beginning or end of the school year. Any exceptions to the foregoing must be requested in writing and be approved by the Superintendent. Personal days shall not carry forward from one contract year to the next, and unused days shall not be reimbursed.
8. Family Leave: In addition to the absences for personal illness or injury, the ADMINISTRATOR shall be entitled to a maximum of five (5) days leave per year, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household requires personal care by the ADMINISTRATOR.
9. Jury Duty: The ADMINISTRATOR shall be paid his/her full salary during time spent serving jury duty. If the ADMINISTRATOR receives any per diem payment from the Commonwealth for such service, said payments shall be signed over to the Committee.
10. Workmen's Compensation: The ADMINISTRATOR shall be covered by the provisions of the Massachusetts Workmen's Compensation Law.
11. Professional Development Reimbursement: The ADMINISTRATOR shall be granted \$1,800 per year for graduate level coursework aimed at improving his/her professional competency, and/or workshops and/or conferences designed to do the same. Request for



reimbursement may be submitted at the satisfactory completion (B or better for coursework) with evidence of tuition, registration, travel, and other relevant expenditures. All courses must be at the graduate level, must be from an accredited institution, and must fulfill the criteria of improving the professional competency of the ADMINISTRATOR. All professional development covered within this article must receive prior approval of the Superintendent.

12. Vacation Leave: The ADMINISTRATOR shall receive twenty-five (25) working days as annual vacation exclusive of legal holidays.

- a. Vacation days will be accrued at a rate of three (3) days at the conclusion of the first month of his/her employment in each fiscal year, and two (2) additional days at the conclusion of each month of employment thereafter.
- b. The ADMINISTRATOR may use days in advance of their accrual up to twenty-five (25) days in the contract year.
- c. Should this contract terminate with more days borrowed than accrued, the ADMINISTRATOR will be responsible for reimbursing the district in full for time taken that has not accrued. This would be taken by payroll deduction and excess would be required by personal check prior to the final day of employment.
- d. Beginning on July 1, 2016, and in each contract year thereafter for the life of this contract, the ADMINISTRATOR may carry over no more than five (5) vacation days which must be used in that subsequent contract year. Both parties agree that accumulated vacation leave will not be paid to the ADMINISTRATOR upon expiration of the contract or separation from the district.

13. Mileage: The ADMINISTRATOR shall receive mileage reimbursement at the current IRS rate for all out-of-district travel, payable at the end of the fiscal year upon submission of appropriate documentation.

