

CONTRACT OF EMPLOYMENT
Principal
Town of East Longmeadow, Massachusetts

This agreement, made as of May 15, 2023 by and between the East Longmeadow School Committee, hereinafter referred to as the "School Committee" and **Conor Martin**, hereinafter referred to as the "**Principal**."

Both parties agree that the Principal shall perform in good faith the duties and obligations of the Principal as provided by Massachusetts General Laws, the Principal Job Description (Appendix A) and the rules and policies of the School Committee. The Principal will report to and work under the direction of the Superintendent of Schools as a member of the administrative team of the system.

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

1. **EMPLOYMENT:** The School Committee hereby employs **Conor Martin** as Principal of Mapleshade Elementary School in the East Longmeadow Public Schools and the Principal hereby accepts employment on the following terms and conditions outlined in this contract.
2. **TERM:** The term of this contract shall be for three years commencing on **July 1, 2023 up to and including June 30, 2026**. Not later than **January 30, 2025** the Superintendent will inform the Principal whether or not he/she will enter into negotiations regarding a successor contract of employment as Principal in East Longmeadow Public Schools. Should such notification, or a notice of nonrenewal, not be provided to the Principal by the January 30th date, this employment contract will renew for an additional one-year term from the end date of this contract.
3. **COMPENSATION:** The Principal shall be paid a salary of:
 - a. For the period of July 1, 2023 through June 30, 2024 at an annual of \$113,468.

The principal also has the opportunity to earn an additional stipend of .5% or \$567 through accomplishing two mutually established goals with the Superintendent with the intent of helping the school achieve its established SMART goals and allowing the principal to grow professionally. The goals, once established will be attached to the contract. Each goal when achieved would equal a stipend of .25% or \$283. The Superintendent and Principal will review progress toward the goals at the Mid-Cycle Formative Evaluation and at the Summative Evaluation.

- b. For the period of July 1, 2024 through June 30, 2025 at an annual rate of \$116,021 dependent upon the Superintendent's overall evaluation of the Principal, from "Needs Improvement", "Proficient", and "Exemplary".

The principal also has the opportunity to earn an additional stipend of .5% or \$580 through accomplishing two mutually established goals with the Superintendent with the intent of helping the school achieve its established SMART goals and allowing the principal to grow professionally. Each goal when achieved would equal a stipend of .25% or \$290. The Superintendent and Principal will review progress toward the goals at the Mid-Cycle Formative Evaluation and at the Summative Evaluation.

- c. For the period of July 1, 2025 through June 30, 2026 at an annual rate of \$118,631 dependent upon the Superintendent's overall evaluation of the Principal, from "Needs Improvement", "Proficient", and "Exemplary".

The principal also has the opportunity to earn an additional stipend of .5% or \$593 through accomplishing two mutually established goals with the Superintendent with the intent of helping the school achieve its established SMART goals and allowing the principal to grow professionally. Each goal when achieved would equal a stipend of .25% or \$296.50. The Superintendent and Principal will review progress toward the goals at the Mid-Cycle Formative Evaluation and at the Summative Evaluation.

The Principal shall be paid an annual degree differential of:

<u>M+30</u>	<u>CAGS (M+60)</u>	<u>Doctorate (M+75)</u>
\$2,800	\$3,800	\$4,800

d. The annual salary, consisting of the base salary and degree differential, shall be paid in biweekly installments.

4. HOURS OF WORK:

- a. Unless otherwise specified in the individual contract, the Principal shall work a full year and is paid on that basis. The Principal's work hours during the school year will parallel the hours of the school in which the Principal serves but extend before and after the hours of pupil attendance as necessary and include evening and weekend hours as required for attendance at meetings, activities, athletic events, and all responsibilities associated with the position.
- b. The workday of the Principal during times when schools are not in session will consist of no less than a seven (7) hour day including a lunch period. The hours between 7:00 a.m. and 4:00 p.m. will provide the framework for establishing the seven-hour day. The Superintendent's office will be notified of deviations from the normal hours within the above framework.
- c. On days when schools are closed because of inclement weather, the Principal will be allowed time for travel providing road conditions warrant a delay in reporting for work. Circumstances requiring more than a half hour beyond the normal reporting hour for non-school days should be reported to the Superintendent's office and indications given of expected time of arrival.
- d. Deviation from the normal workday will be permitted with the advance approval of the Superintendent. In the Superintendent's absence, the Principal will notify the Central Office.
- e. Special provisions may be made with the Superintendent of Schools for the Principal to participate in professional study either during late afternoons or during periods when schools are not in session.

5. ANNUAL VACATION:

- a. The Principal shall earn 25 working days vacation per fiscal year. Should the contract be terminated prior to June 30th of a given year, the District would use an accrual rate of approximately 2.083 vacation days per month in order to determine the vacation days accrued up to the point of the termination of the contract. The Principal may take up to 5 of those days (on school days) during the school year, commencing September 1 of each year. Additionally, the Principal may take up to one of the three school vacation weeks (December, February, and April) as vacation outside of his allotted 25 vacation days. The remainder will be taken during (the summer months of June, July, and August unless prior approval for another arrangement is made in writing and in advance with the Superintendent. A

maximum of fifteen (15) vacation days may be carried into the next fiscal year. Any accrued but unused vacation days over and above the 15 carryover days shall be forfeited at the end of the fiscal year. Upon termination of the contract, the Principal will be paid for any unused vacation days up to the 40-day total. The per diem rate for vacation pay will be determined by dividing the annual salary in effect at the time by two hundred sixty (260).

b. The Principal shall meet with the Superintendent on or before May 31st to establish a vacation schedule for the summer.

6. HOLIDAYS: The Principal shall be eligible to take all state holidays plus the day after Thanksgiving and Christmas as paid holidays.

7. LEAVE WITH PAY

a. The Principal will receive eighteen (18) days sick leave a year with accumulation limited to 180 days. The Principal may be awarded up to 180 additional days of sick leave WITHOUT PAY at the discretion of the School Committee. There will be no eligibility for "buy back" of unused sick leave on termination of employment.

b. The Principal will qualify for leave with pay and their account will be charged for the following reasons and under the following conditions:

1) Sick leave, for sickness or accident, the nature of which incapacitates the Principal from performing the duties of the Principal's position to the limit of the Principals accumulated total.

2) Three (3) religious days which will not be charged to Leave With Pay.

3) Five (5) days for critical illness in the immediate family. The Superintendent may extend the number of days for justifiable reasons.

4) Five (5) days for death in the immediate family or household. The Superintendent may extend the days for justifiable reasons and also may approve attendance at funerals for other than members of the immediate family or household. Three (3) days for each such death in the immediate family will not be deducted from the Principal's Leave With Pay account. The definition of immediate family includes mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, foster parent, significant other, or guardian.

5) Two (2) personal business days for reasons approved by the Superintendent, including, but not limited to, legal matters not involving school, attending graduations or other family matters of major importance or concern and medical checkups. Except in emergencies, the Principal will give notice to the Superintendent in writing, on the form provided for this purpose, at least one day in advance of the day to be taken. In an emergency, the Principal will give verbal notification to the Superintendent, but will submit a written statement on the approved form upon return. Up to three (3) additional personal business days may be approved by the Superintendent, at his discretion, consistent with the above notice provisions.

6) Any other purpose that the Superintendent shall approve in writing in advance.

7) The Principal will complete personnel absence reports in connection with all the above absences.

- c. The Principal will qualify for leave with pay but not be charged to Leave With Pay for reasons of attending professional meetings or school-connected business which are approved in advance by the Superintendent of Schools.

8. EVALUATION:

- a. The Principal shall be evaluated at least once by the Superintendent by June 30th of each year of this agreement. The evaluation will include a review of progress toward mutually established annual goals and use an instrument, which is based upon the Massachusetts Educator Evaluation Model System using the rubric for building-level administrators.
- b. Public address or audio systems and similar surveillance devices will not be used for the purpose of the Principal's evaluation. The Principal will be given a copy of any evaluation, complaint, or other report prepared by her superiors and will have the right to discuss such reports with the Superintendent of Schools. The Principal, in turn, agrees to sign a statement that the Principal has been given a copy of the contents discussed with him providing that such statement includes the fact that the Principal's signature does not necessarily indicate agreement with the contents.
- c. Any complaint which has merit or potential merit regarding a Principal made to any member of the School Committee or the Superintendent by any parent, student or other person on which disciplinary action is contemplated will be called to the attention of the Principal by the party receiving the complaint and the name of the complainant will be made known at that time.
- d. No material pertaining to the Principal's conduct, service, character or personality will be placed in the Principal's personnel file without the Principal's knowledge. The Principal will be given the opportunity to review the material. The Principal will acknowledge within ten (10) school days that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Principal will also have the right to submit a written answer to such material and the Principal's answer shall be reviewed by the Superintendent and attached to the file copy.
- e. The Principal will have the right, upon request, to review the contents of the Principal's personnel file at reasonable times, in the place where such records are kept, and in the presence of the Superintendent or the Superintendent's designee. The Principal will be entitled to have a representative during such review and make copies of such materials.

9. GRIEVANCE PROCEDURE:

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of the employment of the Principal covered by this contract.

The School Committee and the Principal desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedure level involved. The time limits will be considered as maximum unless extended by mutual agreement in writing.

- a. Definition. A "grievance" shall mean a complaint, of an actual or supposed violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

b. Levels of Procedure

Level One: A Principal with a grievance will first directly discuss it orally with the Superintendent of Schools with the object of resolving the matter informally.

Level Two: If the grievance is not resolved to the satisfaction of the Principal at Level One or if no decision is rendered after ten (10) days from the presentation at Level One, the Principal may refer the grievance to the Superintendent of Schools in writing. Within fourteen (14) days after submission of the grievance, the Superintendent will meet with the Principal in an effort to settle the grievance.

Level Three: If within twenty (20) days after submission at Level Two above, the Superintendent has not rendered a written decision or the grievance is not resolved to the satisfaction of the Principal, he/she may request in writing to the Secretary of the School Committee that the matter be placed on the agenda of the next regularly scheduled School Committee meeting. In the event that no meeting is scheduled a meeting will be held at the School Committee level within ten (10) days from submission of the grievance to the Secretary of the School Committee. The School Committee will render its decision to the Principal in writing within fifteen (15) days after said meeting.

Level Four: If the grievance is not resolved to the satisfaction of the Principal, upon receipt of the written decision from the School Committee, the Principal may determine that the grievance is meritorious and that submitting it to arbitration is in the best interests of the East Longmeadow Public Schools. If so, the Principal may, by giving written notice to the School Committee, submit the grievance to binding arbitration within fifteen (15) days after receipt of the written decision from the School Committee. Within ten (10) days after such written notice of demand for arbitration, the School Committee and the Principal will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. It is hereby noted that the services of the State Board of Conciliation and Arbitration are available to municipal employers and employees for this purpose. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. If the services of the American Arbitration Association are used, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected will confer with representatives of the School Committee and the Principal and hold hearings promptly and will issue her decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Contract or except for clarification of the point at issue to modify, alter, add to, or subtract from the provisions of this Contract. The award and decision made in any such arbitration shall be final and binding upon the School Committee and the Principal. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Principal but each party shall bear its own expenses for the preparation and presentation of its case.

- c. If Principal does not file a grievance in writing with the Superintendent within ten (10) days after the Principal knew or should have known of the act or conditions on which the grievance is based, then the grievance will be considered as waived. Furthermore, if the next step in the grievance procedure is not acted upon within the number of days specified or within ten (10) days where no time limit is specified, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to the grievance procedure at Level 4.

- d. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Public Schools of East Longmeadow for any Principal involved in presenting such grievance.
- e. If the School Committee or the Superintendent shall have a grievance against the Principal on the basis that he is not abiding by the terms of this Contract, the Superintendent shall meet with the Principal at the most informal level possible to discuss the grievance. If the Superintendent cannot settle the grievance to her satisfaction, the Principal shall meet with the School Committee within ten (10) days following receipt of a written request for such a meeting. This request will include a written statement of the grievance. If, after fifteen (15) days the School Committee is not satisfied with the disposition of the grievance, it may, by giving written notice to the Principal, demand the grievance be submitted to binding arbitration. The procedure, terms and conditions of arbitration are to be the same as under Level Four preceding.

If the Principal agrees that a grievance instituted under this provision is justified and makes every effort to remedy the situation, the School Committee agrees not to institute arbitration proceedings against the Principal.

10. TERMINATION OF CONTRACT BY PRINCIPAL: In the event that the Principal desires to terminate this contract before the term of service shall have expired, the Principal may do so by giving at least sixty (60) calendar day notice of intent to the Superintendent. Said notice shall be sent by registered mail, return receipt requested, to the Office of the Superintendent of Schools. Notwithstanding the above, the Principal may request and the School Committee, upon the recommendation of the Superintendent, may consider termination of this contract in fewer than 60 calendar days.

If the Principal enters or leaves the system during the year, the Principal will be paid an amount which equals the actual number of days worked or to be worked divided by the total number of scheduled days in the year (260) multiplied by the Principal's annual salary. Any sick leave advanced beyond one and one-half (1-1/2) days per month for the current year will be deducted before the final payment.

11. DEMOTION, DISMISSAL, DISCIPLINE: The Superintendent may dismiss, demote, suspend, or reprimand the Principal for good cause and in accordance with Massachusetts General Law. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound 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 whether such grounds were put forth in good faith.
12. TERMINATION OF CONTRACT BY SCHOOL COMMITTEE: The School Committee, upon recommendation of the Superintendent, shall terminate this contract without further financial obligation, prior to the expiration date hereof and in accordance with Massachusetts General Laws.
13. REDUCTION IN FORCE: Should there be a reduction in the number of Principals employed by the School Committee, any Principal whose position is eliminated who has also served as a member of Unit A of the East Longmeadow Education Association shall be considered for any open teaching position for which the Principal is qualified. If a conflict arises among Principals who exercise this option, seniority shall apply in determining the consideration.

Should the School Committee elect to combine two Principalships, provided that both qualifications and certifications are equal, seniority shall apply in determining which Principal shall remain in the newly formed position.

14. CERTIFICATE: The Principal shall furnish and maintain throughout the term of this agreement a current, valid and appropriate State Dept. of Education certificate qualifying the Principal to act as Principal within the state and for East Longmeadow Public Schools and the Town of East Longmeadow as required by Massachusetts General Laws.
15. PROFESSIONAL ACTIVITIES: The Principal will seek and obtain the approval of the Superintendent prior to accepting speaking, lecturing, teaching, or other professional engagements outside the Town of East Longmeadow.
16. RESIDENCY: The Principal is encouraged to maintain residence within the Town of East Longmeadow during the term of her employment.
17. REIMBURSEMENT:
For this contract, Mr. Martin has requested to redistribute the reimbursement amounts to put more into the insurance reimbursement without going over the total amount for the reimbursement for the three areas covered in the article.
 - a. The Principal will be reimbursed for all approved expenses reasonably incurred in the performance of the Principal's duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All spending shall be approved in advance. Reimbursement shall not exceed \$500.
 - b. The Principal will be reimbursed, or direct payment shall be made, for expenses related to short-term or long-term disability insurance and life insurance. The Principal shall select the policy or policies and shall present invoices or proof of payment to the Superintendent for reimbursement and/or direct payment. Reimbursement and/or payment for these expenses shall not exceed \$4,000.00 per year.
 - c. The Principal will be reimbursed or direct payment shall be made for dues to up to three (3) state and national administrators' organizations appropriate to his/her position approved in advance by the Superintendent. Reimbursement and/or payment for these expenses shall not exceed \$500.00.
18. EDUCATIONAL DEVELOPMENT AND IMPROVEMENT:
 - a. The Superintendent may authorize the attendance of Principal at workshops, seminars, conferences or other professional improvement sessions. This approval shall be with or without pay and may be with or without partial or full payment for reasonable expenses.
 - b. The School Committee will pay up to \$650.00 for graduate level courses in a contract year (July-June) for job-related courses approved in advance by the Superintendent of Schools.
19. STATE RETIREMENT ASSOCIATION: The Principal shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws.
20. FRINGE BENEFITS: Except as specifically provided in this agreement, the Principal shall be entitled to all insurance (medical, hospitalization, and life) benefits accorded to other administrators in the East Longmeadow Public Schools.

21. PERSONAL INJURY: Whenever a Principal is absent from school as a result of personal injury occurring in the course of employment, the Principal is entitled to Workers' Compensation wage payment and regular salary to the extent of his/her Leave with Pay account. The number of days charged to the Principal's Leave With Pay account in such circumstances will be the proportion that the amount of sick leave actually paid bears to the full salary for a given period.
22. PROTECTION: The Principal will immediately report in writing to the Superintendent all cases of alleged criminal conduct or violation(s) of civil rights suffered by or allegedly committed by the Principal in connection with employment.
23. PERFORMANCE: The Principal shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement in writing between the Superintendent and the Principal.
24. SERVICE RECOGNITION FOR RETIREMENT:
 - a. A Principal notifying the School Committee as soon as possible but not later than June 30th of the school year prior to retirement who has completed a minimum of 20 years of satisfactory teaching or administrative service, the last 10 of which have been in the teaching or administrative service of the East Longmeadow Public Schools, will receive an additional amount of \$9,500.00 during the last year prior to retirement.
 - b. In lieu of the above and upon the same notification and employment requirements, an Principal may elect to receive the above \$9,500.00 in a lump sum in that Principal's final pay.
 - c. In order to qualify for the above benefit the Principal intending to retire must give the 12 months notice in writing to the School Committee. The Principal's letter of notice must include a letter of resignation effective a date certain.
 - d. The effect of this letter of notice of resignation is to resign from East Longmeadow at a fixed time. Once the letter is accepted the East Longmeadow School Committee has no further obligation to employ the Principal after the effective date of resignation. Should the Principal die after submission of the above letter but prior to the effective date of resignation, this benefit or unpaid portion thereof shall be payable to the estate of the Principal.
25. DRUG-FREE WORKPLACE ACT: Pursuant to the Drug-free Workplace Act (20 U.S.C. 701, et, seq.) and the regulations promulgated thereunder, the East Longmeadow School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.
 - 1) The School Committee hereby notified all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace – on school property or as part of school activities,
 - 2) As a condition of employment, all employees of the East Longmeadow Public Schools shall:
 - a. abide by the terms of Paragraph B; and

- b. notify the School Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction; and
 - c. within thirty (30) calendar days of giving notice under paragraph (2), above, any employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal state or local health, law enforcement or other appropriate agency.
- 3) During the course of participation in a program under Paragraph 2 (c), above, the employee shall be considered on voluntary leave of absence without pay.
 - 4) Any employee who is so convicted and who satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/his former employment position.
 - 5) Any employee who is so convicted and who does not satisfactorily participate and complete an approved drug abuse assistance or rehabilitation program shall be terminated from her employment by the School Committee for failure to satisfactorily participate in and complete said program.
 - 6) Based upon reasonable suspicion, the School Committee shall notify local, state or federal law enforcement authorities, of any unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by any employee in the workplace.
 - 7) The School Committee shall provide the employee with information regarding drug abuse assistance or rehabilitation programs approved by federal, state or local health, law enforcement or other appropriate agencies.
26. NON-DISCRIMINATION: It is the policy of the East Longmeadow Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents and employees of the East Longmeadow Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits or access to educational programs and services on the basis of race, color , sex, religion, national origin, age, handicap, or sexual orientation.

Further, it is the policy of the East Longmeadow Public Schools to prohibit unlawful discrimination on the basis of sex, including, but not limited to, sexual harassment as defined in Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and M.G.L. ch. 151B.1, sec. 1 (18). Sexual harassment is also prohibited in the workplace by M.G.L. ch. 151A, sec. 25. All persons have the right to be free from sexual harassment (M.G.L. ch. 214, sec. 1.); therefore, sexual harassment in any form is strictly forbidden in school, on school grounds, or at school-related activities.

27. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Superintendent 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. The contract may not be changed except by a written statement signed by the party against whom enforcement thereof is sought.

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

This agreement shall be executed in two counterparts, each which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and duplicate thereof this 15th day of MAY, in the year 2023.

Conor Martin 5/15/23
Conor Martin Date
Principal

Gordon C. Smith 5/15/23
Gordon C. Smith Date
Superintendent of Schools

APPENDIX A

East Longmeadow Public Schools Job Description

Job Title: Principal
Department: Schools
Reports To: Superintendent of Schools
FLSA Status: Exempt
Approved Date: April, 1999

SUMMARY

Directs and coordinates educational, administrative, and counseling activities of primary or secondary school by performing the following duties personally or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Develops and evaluates educational program to ensure conformance to state and school committee standards.

Develops and coordinates educational programs through meetings with staff, review of teachers' activities, and issuance of directives.

Confers with teachers, students, and parents concerning educational and behavioral problems in school.

Establishes and maintains relationships with colleges, community organizations, and other schools to coordinate educational services.

Requisitions and allocates supplies, equipment, and instructional material as needed.

Directs preparation of class schedules, cumulative records, and attendance reports.

Walks about school building and property to monitor safety and security.

Plans and monitors school budget.

Plans and directs building maintenance.

Develops and administers educational programs for students with mental or physical disabilities.

SUPERVISORY RESPONSIBILITIES

Manages assistant Principals (if applicable) and total staff. Is responsible for the overall direction, coordination and evaluation of the building. Also directly supervises all staff and non-supervisory employees. Carries out supervisory responsibilities in accordance with the district's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning and directing work; evaluating performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience. Also, see Certificates.

LANGUAGE SKILLS

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

Employees must possess and maintain Massachusetts Administrator Certification from the Department of Education in elementary or secondary education.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear; and taste or smell. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to fumes or airborne particles. The noise level in the work environment is usually moderate.

EVALUATION OF PERFORMANCE: the Superintendent at least once per year will evaluate the employee. The evaluation will be based upon annual performance with indicators ranging from "fails to meet expectations", "satisfactory", "meets/sometimes exceeds expectations" and "outstanding". See administrator evaluation form.

APPENDIX B
PRINCIPLES OF EFFECTIVE ADMINISTRATIVE LEADERSHIP
AND EXAMPLES OF DESCRIPTORS

I. EFFECTIVE INSTRUCTIONAL LEADERSHIP

The effective administrator works with others to create learning environments that address the needs of students.

A. The administrator facilitates the development of a shared mission and vision.

1. Demonstrates an understanding of the importance of mission and vision, based on a well-developed philosophy and develops a collaborative vision that provides direction for the school or district.

2. Recognizes that student learning must be the focus of all school programs and activities.

B. The administrator encourages and uses a variety of strategies to assess student performance accurately.

1. Encourages teachers to view authentic learning and authentic assessment as linked.

2. Uses a variety of valid, reliable, and unbiased instruments to assess the achievement of learner goals.

3. Uses a cyclical, ongoing process to review and evaluate the goals, methods, and resources of programs and makes modifications as needed.

C. The administrator applies current principles, practices, and research to foster effective teaching.

1. Demonstrates knowledge of the instructional process and teaching methodologies.

2. Assists teachers to develop inquiry-based teaching practices.

3. Assists and inspires teachers to make significant changes in practice as changes are dictated in the field.

D. The administrator leads the renewal of curriculum and instructional programs.

1. Assures that the school's/district's curriculum and its implementation reflect the principles of the state's Common Core of Learning and Curriculum Frameworks.

2. Encourages and assists staff to be knowledgeable in subject areas and also to identify connections between disciplines.

3. Assists staff to distinguish between what is central and what is peripheral in the subject area when analyzing, planning, and supervising units, courses, and programs so that instruction time on central concepts, skills, and understanding are protected.

4. Uses a broad and current knowledge of instructional trends to involve staff in curriculum planning and program improvement, based on the vision, goals, and needs of school, district, and community.

E. The administrator promotes and models the effective use of appropriate instructional technologies.

1. Integrates the appropriate use of video, computers, telecommunications, and other technologies into the curriculum.

2. Allocates fiscal and human resources for incorporating technology in the instructional process, accessing information and resources through electronic networks, e.g., Internet, and improving communication (e.g., e-mail, homework hotlines).

F. The administrator holds teachers accountable for having high standards and positive expectations that all students can perform at high levels.

1. Enlists teachers in creating and communicating to students positive dispositions toward learning

2. Works with teachers to establish high standards and expectations for student work.

3. Assists teachers to make their expectations and how to meet them very clear to students.

4. Promotes activities that honor academic excellence.

G. The administrator works with teachers and other staff to supervise and evaluate their performance, using performance standards, and to identify areas for growth.

1. Understands and communicates performance standards for teachers, using the state's baseline standards as a foundation.

2. Communicates consistent expectations that all teachers can meet standards and perform at high levels.

3. Employs current supervision and evaluation models and practices to assess the performance of teachers and encourage growth.

4. Encourages staff to improve practice through collegial activities such as modeling and peer mentoring.

5. Evaluates classroom instruction in terms of teacher objectives and student performance; follows effective practices for improving teacher performance.

6. Supports individuality of teacher approaches to classroom organization, management, and teaching styles.

7. Monitors the assessment of performance to ensure that staff reach the levels set by the system.

H. The administrator supports ongoing professional development.

1. Provides opportunities for all staff to engage in professional development that enhances curriculum renewal, staff performance, and student learning.

2. Applies research on adult learning and development to design and provide for effective professional development.

3. Fosters effective professional development based on research and models of desired practice including time for reflection, planning, problem solving and collaboration; repeated practice and feedback; and respect for individual adaptations.

4. Encourages collegial approaches to professional development including mentoring, peer coaching, study groups, and group planning and problem-solving.

5. Involves staff in identifying professional development needs.
6. Monitors, documents, and assesses staff professional development activities.
7. Supports staff sense of self-worth; recognizes and encourages teacher initiatives; celebrates individual and collective achievements.
8. Ensures that growth of staff results in student learning and development.

II. EFFECTIVE ORGANIZATIONAL LEADERSHIP

The effective administrator creates a self-renewing organizational environment that consistently focuses on enabling all students to achieve at high levels.

A. The administrator applies research and organizational leadership skills.

1. Applies concepts of organizational behavior and organizational development in daily work.
2. Analyzes the environment in which decisions are made and predicts the impact of those decisions on organizations accurately.
3. Stimulates the development of new programs in areas where changing conditions or new professional insights encourage new approaches.
4. Identifies opportunities to improve the organization's performance.

B. The administrator demonstrates communication skills that are clear, direct, and responsive.

1. Communicates the school's vision, goals, needs and accomplishments to students, school personnel, families, and the community.
2. Facilitates communication that yields results through teamwork, consensus, and inquiry.
3. Makes use of reliable and professional sources of data, information, and analysis, including the use of technologies, to understand relevant professional issues.
4. Demonstrates understanding of a speaker's point of view, opinions, and ideas even if they are different, new, or oppositional.
5. Presents ideas clearly and concisely in writing. Adapts form and language to the audience (e.g., students, teachers, parents).
6. Presents facts and ideas orally in individual and group situations; uses language that is clear, concise, and appropriate to the person or group.
7. Presents facts and ideas clearly and concisely using visual and symbolic representations.
8. Presents facts and ideas clearly and concisely using appropriate technologies.
9. Communicates so that language and nonverbal cues are consistent, not conflicting.

C. The administrator creates a positive, informed climate for collegial teaching and learning.

1. Understands the elements of a strong school culture for adults and is committed and prepared to strengthen them.
2. Applies theories of human development, adult learning, and motivation to develop a community of learners.
3. Provides an environment and culture where creativity, exchange of ideas, responsible risk-taking, and experimentation are shared, valued, and practiced.
4. Builds a culture within the student body and staff that promotes learning.
5. Creates a school climate that gives a sense of well-being and safety.
6. Inspires in others a desire for growth and development.

D. The administrator facilitates constructive change.

1. Uses approaches to organizational change, including processes for school-based management and school restructuring.
2. Exhibits openness to new ideas from others; demonstrates originality in developing policies and procedures.
3. Is receptive to new ideas and change, yet understands the need for stability in schools and society.

E. The administrator plans for, models, and encourages collaboration and shared decision-making.

1. Develops, participates in, and maintains systems of shared decision making with department and/or school colleagues and the larger school community.
2. Involves others in setting and accomplishing goals; recognizes when a group requires direction and uses appropriate intervention styles.
3. Provides appropriate time and resources for collaborative planning.

F. The administrator applies strategic planning techniques that foster systemic approaches and result in sound decisions.

1. Applies knowledge of human development, organizational development, and pedagogy to decision-making in the allocation of resources such as personnel, time, space, materials, and budget.
2. Develops and implements long and short-term plans for educational program improvement, professional development, resource allocation, enrollments, and facilities consistent with the school and district mission.
3. Assesses current reality, considers implications of solutions, and acts in the best interest of students.
4. Makes use of reliable sources of data, information, and analysis to expand and deepen perspective on goals, objectives, and planning needs.

III. EFFECTIVE ADMINISTRATION AND MANAGEMENT

The effective administrator acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.

A. The administrator carries out personnel selection, supervision, evaluation, and management functions for the school or district effectively.

1. Applies current principles and techniques of staffing, selection, orientation/induction, assignment, supervision, evaluation, motivation, and termination of personnel.
2. Applies sound human resources knowledge and practices in personnel management and labor relations including conflict resolution, mediation and negotiation.
3. Develops and implements procedures for evaluating personnel using Massachusetts' baseline performance standards, effective supervision and evaluation practices, and due process procedures.

B. The administrator applies current knowledge of policy formation and legal requirements within the scope of his/her responsibility.

1. Applies knowledge of how teachers, the school, the district, and the community interact to create a school community.
2. Applies knowledge of how policy and decisions are made through the legislative process, the local electoral process, and administratively.
3. Understands and implements federal, state, and municipal laws, regulations, policies, and procedures including the implications of liability and requirements of due process.

C. The administrator applies current knowledge of fiscal management policy and practices within the scope of his/her responsibility.

1. Applies principles of financial planning, including analyzing and evaluating the financial resources for school or system operation and translating program needs into cost requirements.
2. Employs sound fiscal management procedures, methods, and techniques to prepare, revise, and monitor the school or district budget.
3. Applies techniques for resource allocation and asset management.

D. The administrator applies current knowledge of auxiliary programs (such as transportation, food services, pupil personnel services, maintenance, and facilities management) within the scope of his/her responsibility.

1. Knows the availability of community services and how to coordinate those services for students.
2. Makes decisions concerning facilities and equipment management and needs to support school/district goals and objectives.
3. Applies regulations regarding school facilities to ensure a barrier-free environment for students and staff.

E. The administrator uses appropriate technologies to administer his/her responsibilities.

1. Applies technology management tools (e.g., databases, spreadsheets) to analyze information (e.g., school finance, student and staff record keeping, on-line school profiles) and make decisions.

IV. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

The effective administrator strives to ensure equity for all students and values diversity in the school environment.

A. The administrator strives to ensure equity among programs and learning opportunities for staff, students, and parents.

1. Provides opportunities to include all staff, students, and parents in the full range of school and district programs and activities.
2. Addresses the needs of diverse educational personnel and student populations by applying and adapting constitutional and statutory laws, state regulations, and Board of Education policies and guidelines.

B. The administrator demonstrates appreciation for and sensitivity to the diversity among individuals.

1. Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.
2. Develops and implements educational, political, and organizational strategies that are effective in meeting the needs of a diverse student body.
3. Functions effectively in a multi-lingual, multi-cultural and economically diverse society.

V. EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY

The effective administrator interacts with the community responsibly to address the needs of students.

A. The administrator assesses the needs of parents and community members and involves them in decision-making.

1. Creates an environment for encouraging recommendations from parents, students, and community members to determine how the school/district can meet their needs.
2. Involves parents and community members in developing the vision, goals, improvement plans, and programs for the school/district.
3. Engages parents, students, and community members in improving student learning.

B. The administrator promotes partnerships among staff, parents, business, and the community.

1. Communicates and interacts with parents, community groups and related service agencies in culturally appropriate ways and involves them in the education of students.
2. Enlists volunteers to support instructional needs.

C. The administrator interprets, articulates, and promotes the vision, mission, programs, activities, and services of the school/district.

1. Communicates the school's vision, goals, needs, and accomplishments to students, school personnel, parents, and the community.
2. Deals with the media effectively to communicate to the public.
3. Provides information to parents and the community through handbooks, brochures, fact sheets and other handouts available at the school or office.
4. Meets with appropriate community groups in the attainment of objectives.

VI. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

The effective administrator models professional behaviors that contribute to addressing the needs of students.

A. The administrator demonstrates enthusiasm for his/her own learning.

1. Demonstrates that life-long learning and professional development are necessary for self and others.
2. Keeps abreast of current educational research and exemplary practices in area of expertise.
3. Considers input from others as a basis for deciding to improve his/her practice and demonstrates a willingness to grow.
4. Develops and implements a professional development plan based upon self and external evaluation.

B. The administrator demonstrates and promotes an atmosphere of respect for self and others.

1. Demonstrates tolerance for alternative perspectives and encourages contributions from groups that challenge traditional thinking.
2. Demonstrates sensitivity to differences in learning needs, modes of expression, and social and cultural backgrounds.

C. The administrator models ethical behavior.

1. Interacts with others in a professional manner consistent with his/her role.
2. Accepts responsibility for his/her own actions.