

UXBRIDGE PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT

INTERIM PRINCIPAL – MCCLOSKEY MIDDLE SCHOOL

THIS AGREEMENT, made and entered into this 18TH day of March 2016 by and between the Superintendent of Schools and the Town of Uxbridge, Massachusetts, (hereinafter referred to as the "Superintendent"), and Leanne DeMarco of Uxbridge, Massachusetts, (hereinafter referred to as "Ms. DeMarco").

WITNESSETH:

WHEREAS, the Superintendent appointed Ms. DeMarco as Interim Principal of the McCloskey Middle School effective July 1, 2016; and,

WHEREAS, it is the desire of the Superintendent and Ms. DeMarco to enter into written agreement of employment setting forth the terms and conditions of such employment,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT** - The Superintendent hereby employs Ms. DeMarco, as Interim Principal of the McCloskey Middle School in the Town of Uxbridge, and Ms. DeMarco hereby accepts such employment on the terms and conditions hereinafter set forth.
2. **TERM AND WORK YEAR** - The Interim Principal shall be employed for the period July 1, 2016 through June 30, 2017. Ms. DeMarco is a full-time employee and will work 220 workdays. If Ms. DeMarco is meeting all performance expectations by December 15, 2016, "interim" will be removed from the title of Principal and the contract will be extended through June 30, 2019.
3. **COMPENSATION** – Ms. DeMarco shall be paid at an annual salary rate as follows:

July 1, 2016 – June 30, 2017 - \$95,000

The annual salary rate shall be paid to the Employee in twenty-six (26) equal bi-weekly payments in accordance with the schedule of payments established for other professional employees of the Superintendent.

4. **DUTIES** – Ms. DeMarco shall perform faithfully, to the best of the employee's ability, the duties and responsibilities of the position of McCloskey Middle School Interim Principal which are set forth in the School District's job description for such position.

5. **CERTIFICATION** - The McCloskey Middle School Interim Principal shall hold and maintain throughout the term of this Agreement valid and appropriate certification qualifying him to act as the McCloskey Middle School Interim Principal in the Commonwealth of Massachusetts as is required by Massachusetts General Laws, Chapter 71, Section 38G.

6. **REIMBURSEMENT FOR EXPENSES** - The Superintendent shall reimburse the McCloskey Middle School Interim Principal for all expenses reasonably incurred in the performance of her duties under this Agreement, provided, however, that the amount of such reimbursement during each year of the term shall not, without express approval of the Superintendent, exceed an amount which shall be initially agreed to by the Superintendent and the McCloskey Middle School Interim Principal through the budget process. Such expense shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, regional, state and national meetings and conferences with approval of the Superintendent. Expenses for travel both in and outside the district shall be reimbursed at the rate determined by the School Committee.

7. **OUT OF STATE TRAVEL** - The Superintendent shall reimburse the McCloskey Middle School Interim Principal for any out of state travel performed by her, which has been approved in advance by the Superintendent.

8. **STATE RETIREMENT** - The McCloskey Middle School Interim Principal shall be a member of the Teachers' Retirement System as is required by Massachusetts General Laws, Chapter 32, Section 2.

9. **GROUP HEALTH AND LIFE INSURANCE** - The group health and the group life insurance plan provided by the Town of Uxbridge for its employees shall be available to the McCloskey Middle School Interim Principal.

10. **SICK LEAVE** - The McCloskey Middle School Interim Principal will be entitled to 18 sick leave days per year with pay. Sick leave days shall be earned and credited on a pro-rated basis. Unused sick leave will accumulate to a maximum of 180 days. Upon departure from the school district, Ms. DeMarco shall not be compensated for any accrued but unused sick days.

After five (5) consecutive days of absence due to sickness or injury, a doctor's certificate may be required by the Superintendent or his/her designee.

11. **PERSONAL LEAVE DAYS** - In each school year, the McCloskey Middle School Interim Principal will be granted up to five (5) days of personal leave with pay, for the purpose of attending to matters (legal, business, family, religious), that cannot be reasonably attended to outside of the normal workday. Requests for personal leave should be submitted to the Superintendent in writing, in advance.

Personal leave days shall be earned and credited on a pro-rated basis. Unused personal leave days will be converted to sick days on July 1 of each contract year.

12. **HOLIDAYS** - The following paid holidays falling on standard work days will be granted:

Labor Day	Columbus Day	Veteran's Day
½ Day before Thanksgiving	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Year's Day
Martin Luther King Jr. Day	Washington's Birthday	Good Friday
Patriot's Day	Memorial Day	July 4 th

13. **REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT** - The Superintendent will reimburse the McCloskey Middle School Interim Principal during the term of this Agreement for courses and/or professional development taken by Employee in the furtherance of the employees education, provided, however, that such courses and/or professional development shall receive approval in advance by the Superintendent.

14. **PERFORMANCE EVALUATION** - The Superintendent or his/her designee shall evaluate the performance of Ms. DeMarco in writing once a year during his work year. The evaluation shall be related to the duties and responsibilities of the McCloskey Middle School Principal as set forth in his

position description and to the goals and objectives established by the Superintendent, and in any School Committee guidelines for administrative personnel.

In the event that a deficiency in performance is identified through the evaluation process, Ms. DeMarco shall be given specific direction for remediation for which she will have one year to demonstrate improved performance.

The performance evaluation will serve as the basis for determining compensation in the subsequent contract year and for the renewal of the contract.

15. **TERMINATION OF AGREEMENT** - This Agreement may be terminated during its term by:

a. Mutual agreement of the parties;

b. Retirement of Ms. DeMarco;

c. Dismissal of Ms. DeMarco for inefficiency, incapacity, conduct unbecoming an administrator, insubordination, or other good cause. "Good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operations of the school system. In the event that the Superintendent decides to dismiss Ms. DeMarco, the process set forth in Chapter 71, Section 41 of the Massachusetts General Laws shall be adhered to;

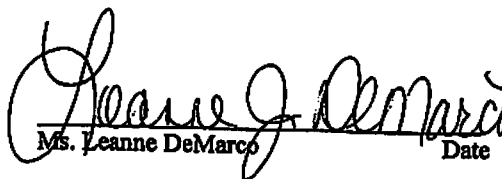
d. Death of the McCloskey Middle School Interim Principal;

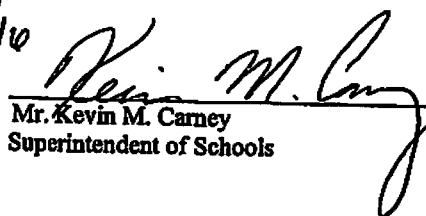
e. May be terminated by Ms. DeMarco, provided at least sixty (60) days notice is given to the Superintendent.

16. **ENTIRE AGREEMENT** - This Agreement embodies the whole agreement between the Superintendent and the McCloskey Middle School Interim Principal, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

17. **INVALIDITY** - If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties, have hereunto signed and sealed this Agreement and a duplicate thereof on the day and year first above mentioned.


Ms. Leanne DeMarco
Date 3/18/10


Mr. Kevin M. Carney
Superintendent of Schools
Date 3/18/10