

**TOWN OF DANVERS
PUBLIC SCHOOL DEPARTMENT**

**PRINCIPAL
EMPLOYMENT CONTRACT**

This Employment Contract, by and between _____ hereinafter referred to as Principal, and the Superintendent of Schools, acting on behalf of the Danvers Public Schools, hereinafter referred to as Superintendent, for their mutual covenants and consideration hereby agree as follows:

1. EMPLOYMENT

The Superintendent hereby employs _____, and she hereby accepts employment as Principal of the _____ School in Danvers, Massachusetts, upon the terms and conditions hereinafter set forth.

2. TERM

The Principal shall be employed for a period of three years commencing July 1, 2020 and terminating June 30, 2023.

3. COMPENSATION

The annual salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members in the Danvers Public School system. Subject to funding, the annual salary increase will be based on her annual performance evaluation.

4. DUTIES

The professional duties of Principal of the Great Oak Elementary School are outlined, but not limited to, the following job description.

The Principal shall be the educational leader and manager of the school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with the district personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides and other personnel assigned to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L. Chapter 71 as amended by the Education Reform Act of 1993.

The Principal shall faithfully and effectively perform such duties and responsibilities as called for by:

M.G.L., Chapter 71 (amended by the Education Reform Act of 1993).

Policies of the Danvers School Committee.

Directives of the Superintendent of School or her designees.

The regulation and requirements of grants, special or mandated programs.

The Principal shall:

- A. Maintain safe, orderly and welcoming school environment
- B. Promote participatory decision-making including staff, parents, community and students
- C. Develop school improvement goals designed to affect improved student outcomes
- D. Promote equity and inclusion for all students
- E. Evaluate and modify curriculum and extra-curriculum activities on an ongoing basis
- F. Evaluate staff and promote professional development
- G. Within budgetary constraints continually assesses and maintains adequate and appropriate educational materials (textbooks, supplies and equipment)
- H. Maintain clear and effective communications

- I. Perform all such tasks as the Superintendent may deem necessary to carryout the duties and responsibilities listed above
- J. The Principal recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of 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 Danvers Public Schools.

See attached job description.

Administrators required to collect and transmit monies to be used for educational purposes will not be held responsible for any portions of monies so collected unless proved negligent or criminally liable.

5. FRINGE BENEFITS

The principal is entitled to \$1500 to be applied to one or more of the following benefits: Course reimbursement, Annuity, Life insurance, Disability insurance, National Conference, Technology or Tuition reimbursement. Choices may be made annually.

6. VACATION

The Principal shall be entitled to thirty (30) days of vacation annually at the commencement of the contract year exclusive of legal holidays. If the Principal cannot take all of her annual vacation, the unused days may be carried over and added to the vacation time due her in the following year. In no event may the total vacation time carried over exceed thirty (30) days. Unused vacation leave shall be paid (cashed out) upon termination, death or retirement at the per diem rate.

In the event of resignation, a maximum of one-half of the accumulated time may be cashed out.

7. SICK LEAVE

A Principal who has been absent because of illness for fourteen (14) consecutive school days may return to her duties only after presentation of a certificate from her attending physician indicating satisfactory recovery and ability to perform her duties and with the approval of the Superintendent of Schools.

- A. Principal will be entitled to fifteen (15) sick leave days per year, as of the first day of the contract. Sick leave may be accumulated from year to year up to 175 days. Deductions for sick leave each year will be initiated from the allowable sick days for that current year before deductions are made from days accumulated from prior years.
- B. In September, each Principal will be notified in writing of the total number of sick leave days accumulated.
- C. The Superintendent agrees to give due consideration to those situations of unusual circumstances and for hardship arising from prolonged illness or accident when an employee's accrued sick leave has been exhausted. Such situations will be brought to the attention of the Superintendent, whereupon, the Superintendent may authorize additional sick leave days in an amount to be determined by the Superintendent.
- D. A Principal who has been on duty and must leave school because of illness will have one full day deducted from her sick leave accumulation if she leaves before 11:00 a.m. and will have one-half day deducted from sick leave if she leaves after 11:00 a.m.

8. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual agreement of the parties, however, a thirty (30) day written notification is required from the Principal in any case.

B. Disability of the Administrator

In the event of disability by accident, illness or other incapacity, after the Principal's accrued sick leave pay has been exhausted, compensation to the Principal shall be reinstated only after the Principal has returned to employment and undertaken the full discharge of her duties. The Superintendent may terminate this contract by written notice to the Principal if she is unable to perform her duties until her last accrued sick day or the 175th day of her illness, whichever is greater. Determination of medical incapacity should be made by a physician selected by and at the expense of the Danvers Public Schools.

C. Resignation

In the event the administrator desires to terminate her contract before the term of service shall have expired, she may do so with at least thirty (30) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation. Otherwise, the Superintendent may dismiss, demote or suspend the Principal for good cause and in accordance with the procedures contained in Massachusetts General Laws, Chapter 71, Section 41 and 42D.

D. Good Cause

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 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.

E. Death of the Administrator

9. OTHER ACTIVITIES

The Principal may accept speaking, writing, lecturing or other engagements of a professional nature, provided they do not detract from her duties as Principal and the Principal has received prior approval of the Superintendent.

10. SABBATICAL LEAVE

Upon recommendation by the Superintendent, the Administrator may be granted a sabbatical leave.

11. PERSONAL LEAVE

The Principal may have four (4) days with pay per year, non-cumulative, for the purpose of transacting or attending to personal business or household matters.

12. LEGAL LEAVE

The Principal is entitled to time necessary for appearance at court as a witness or for a hearing concerning legal affairs pertaining to school department business.

13. DEATH IN THE FAMILY

In the event of the death of the Principal's parent (or person who has served in loco parentis), spouse or child, the Principal shall be entitled to leave with pay for all work days falling within five (5) consecutive work days beginning with the time of death.

In the event of the death of the Principal's sibling, parent-in-law or other members of the immediate household, the Principal shall be entitled to leave with pay for all workdays falling within three (3) consecutive days beginning with the time of death. One day of funeral leave will be granted upon the death of any other relative with approval of the Superintendent.

14. EVALUATION

The Superintendent of Schools shall evaluate the performance of the Principal annually based upon the duties and responsibilities contained in the Principal's job description and annual professional goals.

15. INDEMNIFICATION

The School Committee indemnifies and shall at all times defend, save and hold harmless the Principal from any and all demands, claims, actions, suits and legal proceedings, brought against the Principal in her individual capacity, or in her official capacity, as an agent or employee of the School Committee, provided the incident, event or facts giving rise to the legal action arose while the Principal was acting within the scope of her employment and was acting neither maliciously, willful, nor with gross negligence, subject also to the limitations in Massachusetts General Laws, Chapter 258, Section 9. Notwithstanding any other language or provisions in this Agreement or elsewhere, as required by Chapter 258 this indemnification shall not be effective or binding on the Town or School Committee unless Principal provides reasonable cooperation to the Town and School Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, event or facts occurring during her employment or service as Principal.

16. PROFESSIONAL MEETINGS

The Superintendent encourages the continuing professional growth of the Administrator by participating (as much as she deems possible in light of her responsibilities to the Danvers Public Schools) in:

- A. The operations, program and other activities conducted or sponsored by local, state and national school administrators,
- B. Seminars and courses offered by public and private educational institutions,
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Principal to perform her professional responsibilities for the Danvers Public Schools.

17. ENTIRE AGREEMENT

This contract embodies the whole Agreement between the Town of Danvers School Department 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 writing, by the party against whom enforcement thereof is sought.

18. 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.

ADMINISTRATOR

SUPERINTENDENT OF SCHOOLS

DATE

DATE