

**MASHPEE PUBLIC SCHOOL DISTRICT
MASHPEE, MASSACHUSETTS**

CONTRACT OF EMPLOYMENT FOR THE MIDDLE/HIGH SCHOOL PRINCIPAL

THIS AGREEMENT, made and entered into this 25 day of June 2015 by and between the **MASHPEE PUBLIC SCHOOL DISTRICT** (hereinafter referred to as the "District"), Mashpee, Barnstable County, Massachusetts, acting by and through its Superintendent, who acts hereunder in his official capacity only and without any personal liability to himself, and

(hereinafter referred to as the "Middle/High School Principal").

WITNESSETH:

WHEREAS, the Superintendent of the Mashpee Public School District is authorized by M. G. L., Chapter 71, §41 and §59 to award a contract to a School Principal; and,

WHEREAS, it is the desire of the District to describe and define the duties, benefits, and terms and conditions of employment for such position; and,

WHEREAS, the District desires to employ the service of said Mark Balestracci as Principal of the Middle/High School and,

WHEREAS, said Middle/High School Principal desires to serve in full time employment as the Principal of the Middle/High School and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities;

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

SECTION 1: EMPLOYMENT

The District hereby employs _____ s Principal of the Middle/High School and the Middle/High School Principal hereby accepts employment on the following terms and conditions:

SECTION 2: TERM

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall be for a two-year period commencing July 1, 2015 and ending on June 30, 2017.

SECTION 3: DUTIES AND RESPONSIBILITIES

The Middle/High School Principal shall be the educational administrator and manager of his school, and shall supervise the operation and management of his school and school property, subject to the supervision and direction of the Superintendent, or his/her designee.

The Middle/High School Principal shall have a 220 day work year, being the school year and such other days as are determined by the Superintendent. During said work year, The Middle/High School Principal shall devote that amount of time and energy which is reasonably necessary for him to faithfully perform the duties of his position as the Middle/High School Principal under:

- a. the statutes of the Commonwealth, including but not limitation, M.G.L. Chapter 71, as amended by the Education Reform Act; and
- b. the policies of the Mashpee School Committee; and
- c. the regulations of applicable state agencies; and
- d. the directives of the Superintendent of Schools or his designee(s); and
- e. the provisions of this Agreement.

SECTION 4: LICENSURE

The Middle/High School Principal shall furnish and maintain throughout the term of this Agreement a valid and appropriate license qualifying him to act as Principal of the Middle/High School Principal, as required by M.G.L., Chapter 71, § 38G and applicable rules and regulations of the Massachusetts Department of Education.

SECTION 5: COMPENSATION

Effective July 1, 2015, the Middle/High School Principal shall be paid, an annual salary of one hundred twelve thousand five hundred dollars (\$112,500) payable in equal bi-weekly installments. Each year during which this contract is in effect, the Superintendent and the Middle/High School Principal shall meet at least 30 days prior to the anniversary date of this agreement for the purpose of reviewing the Middle/High School Principal's salary and evaluation.

SECTION 6: FRINGE BENEFITS

The Middle/High School Principal shall be entitled to the following benefits:

A. Sick Leave

The Middle/High School Principal shall be granted fifteen (15) days of sick leave annually. Annual sick leave shall be awarded to the Middle/High School Principal at the beginning of each contract year. The Middle/High School Principal may accumulate sick leave up to 100 days. The superintendent may require a doctor's verification of any illness exceeding five (5) continuous work days.

Upon termination, sick leave buy back will be at 33% of the per diem rate then in effect. The unused sick day balance includes accrued, but unused sick time accumulated during all years of service to the Mashpee Public Schools.

B. Bereavement Leave

The Middle/High School Principal shall be allowed up to five (5) days of bereavement leave with pay upon the death of an immediate family member (spouse, child, parent, sibling). For other relatives, the leave would be restricted to up to three (3) days. For such leave without loss of pay, advance notice must be given the Superintendent.

C. Personal Leave

Three (3) days of personal leave may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Written request to use such days must be submitted to the Superintendent at least twenty-four hours in advance. Unused personal time, at the end of each contract year, shall be added to the employee's accrued and unused sick day balance.

D. Insurance

1. The Middle/High School Principal shall receive a term life insurance policy in the amount of \$100,000, with a premium not to exceed \$800 per year.
2. The Middle/High School Principal shall receive a disability insurance policy with the premium not to exceed \$3600 per year. The Middle/High School Principal's sick days will be exhausted before any disability payment commences. Sufficient sick days to meet the waiting period will be allowed if the Middle/High School Principal does not have enough sick days.
3. The Middle/High School Principal is entitled to participate in all insurance (medical, hospital, and life) benefits currently available to other professional personnel employed by the Town of Mashpee. The District reserves the right to change the health insurance

plan or coverage or contribution rates. The Middle/High School Principal agrees to accept any such changes which are agreed to by the District's other employees

F. Retirement Plan

The Middle/High School Principal will be a member of the Teachers' Retirement System as required by M.G.L., Chapter 32, §2.

G. Reimbursement for Expenses

The Middle/High School Principal shall be reimbursed for pre-approved educational expenses reasonably incurred in the performance of his duties in accordance with the laws of Massachusetts and the policies of the Mashpee School Committee up to the amount of \$2,000 yearly. These expenses will include professional dues and memberships.

SECTION 7: PHYSICAL EXAMINATION

The Committee may require the Middle/High School Principal to undergo, at the Committee's expense, any physical examinations that may be required by law, state regulation, or Committee policy.

SECTION 8: EVALUATION

The Superintendent shall evaluate the performance of The Middle/High School Principal annually on or before July 1 based upon 1.) the duties and responsibilities contained in his job description; 2.) as presented and called for under M.G.L., Chapter 71, as amended by the Education Reform Act of 1993 and M.G.L., Chapter 71B; 3.) as contained in the policies of the Mashpee School Committee; and, 4.) as contained in the policies and directives of the Superintendent. The Middle/High School Principal and Superintendent shall prepare annual performance goals no later than October 1st.

SECTION 9: TERMINATION OF CONTRACT BY THE MIDDLE/HIGH SCHOOL PRINCIPAL

In the event that the Middle/High School Principal desires to terminate this contract before the term of service shall have expired, he may do so by giving at least ninety (90) days notice of his intention to the Superintendent of Schools. The Middle/High School Principal acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

SECTION 10: DISMISSAL, DEMOTION, OR SUSPENSION

The Mashpee School Principal may be dismissed, demoted, suspended or non-renewed in accordance with the applicable provisions of M.G.L., Chapter 71, § 41, 42, and 42D.

SECTION 11: INDEMNIFICATION

The School Committee agrees to provide indemnification and legal defense of the Middle/High School Principal in accordance with M. G. L. , Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the Middle/High School Principal shall cooperate with the School Committee, its attorneys and agents in all matters relating to said claim.

SECTION 12: ENTIRE AGREEMENT

This contract embodies the whole agreement between the District and the Middle/High School 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 writing signed by the party against whom enforcement thereof is sought.

SECTION 13: 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.

SECTION 14: LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

SECTION 15: COUNTERPARTS

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

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 26 day of JUNE in the year 2015.

MASHPEE SCHOOL COMMITTEE

By: [Signature]
Duly Authorized,
Mashpee School District

[Signature]
Middle/High School Principal



Mashpee Public Schools

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ADDENDUM to the MASHPEE MIDDLE-HIGH SCHOOL PRINCIPAL CONTRACT

This is an addendum to the Mashpee Middle-High School Principal Contract dated June 23, 2015.

- The term of the contract for the Mashpee Middle-High School Principal shall be extended for an additional year to June 30, 2026.
- For FY 22, the Mashpee Middle-High School Principal's salary shall be \$143,515 which includes a long-term disability insurance premium of \$1,054 for FY 22. This salary amount represents a 2.25% increase for FY 22.
- All other terms of the contract remain in effect.

The Mashpee Middle-High School Principal is being awarded a one-time merit award in the amount of \$3,000 in recognition of the exemplary effort he demonstrated during the COVID-19 pandemic of FY21. This merit award will be paid in the last payroll of FY 21 (July 2, 2021).

Superintendent

Date

6/17/21

Principal

Date

6-17-2021

Mashpee--A Connected Community

All students, regardless of race, color, sex, gender identity, religion, national origin, sexual orientation, disability, or homelessness, have equal access