

# DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT

## EMPLOYMENT CONTRACT- PRINCIPAL

### **Principal-2015-2018**

The Dennis-Yarmouth Regional School District (the "School District"), acting by and through its Superintendent of Schools and Principal (the "Principal"), hereby agree, pursuant to Section 41 of Chapter 71 of Massachusetts General Laws, to an employment agreement as follows:

1. Position and Duties. Principal will serve as a Principal in the Dennis-Yarmouth Regional School District. The Principal agrees that he shall perform competently and professionally, in good faith, the duties and responsibilities of Principal as provided for by the Massachusetts General Laws, the policies of the School Committee, and the directives of the Superintendent of Schools.

(a) Assignment. At the inception of this contract, the Principal is assigned to the Nathaniel H. Wixon Innovation School. The Superintendent of Schools may, following consultation with the Principal, reassign or transfer the Principal to another position within the District.

(b) Certificate. The Principal shall furnish and maintain throughout the term of this contract of employment a valid and appropriate certificate, which qualifies the Principal to serve as a school administrator in the Commonwealth and pursuant to the provisions of Section 38G of Chapter 71 of the General Laws and the regulations of the Massachusetts Department of Education promulgated there under.

(c) Duties. The Principal is responsible, consistent with the School Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional and administrative aides, and other personnel assigned to the school, and for terminating all such personnel, subject to the review and prior approval of the Superintendent. The Superintendent has final authority as to the assignments, duties, and transfers of the Principal and the above listed staff. The Principal directs and coordinates educational, administrative, and management activities pursuant to the General Laws of the

Commonwealth of Massachusetts, the Massachusetts Department of Elementary and Secondary Education Professional Standards for Administrators, the Dennis-Yarmouth Regional School District Committee Policies, and Principal Job Description.

2. Term.

(a) Initial Term. The term of this Agreement will be for a three-year period commencing August 3, 2015 and terminating on June 30, 2018 unless further extended or previously terminated as provided in this Agreement.

(b) Extension. The term of this Agreement will be automatically extended for one year effective upon the renewal date of July 1, 2018 ("the Renewal Date") unless the Agreement has been terminated prior to the Renewal Date in accordance with this Agreement or a non-renewal notice has been sent to the Principal not less than sixty (60) days before the termination date of the Agreement.

3. Reporting Relationship. The Principal will report to, and be supervised by, the Superintendent of Schools. The Principal acknowledges that he is deemed an exempt employee for the purposes of the Fair Labor Standards Act and Chapter 150E of the Massachusetts General Laws.

4. Salary. The School District will pay the Principal, at such intervals as compensation is paid to other employees of the School District, a salary in a bi-weekly amount, which if annualized would equal ninety-five thousand dollars (\$95,000). Due to the August 3, 2015 start date, the annualized rate is prorated and is (\$86,596.15) for the period August 3, 2015-June 30, 2016. Thereafter, for each of the contract years when this contract of employment is in effect, the Superintendent shall meet with the Principal for the purpose of renegotiating the Principal's salary in accordance with the annual evaluation and also for the purpose of reviewing the working relationship with the Superintendent of Schools and the Principal.

5. Vacation Leave. The Principal will be entitled to twenty (20) days of vacation leave with the approval of the Superintendent of Schools. All vacation will require fourteen (14)

calendar days' notice and prior approval of the Superintendent. The Superintendent may grant vacation authorization on shorter notice as the situation may warrant.

A maximum of five (5) vacation days not used in the year granted will be carried forward to the next year.

6. Benefits. The Principal is eligible to receive benefits provided to School District Administrators, as may be amended from time to time at the sole discretion of the School District. Modification of such benefits shall not constitute a breach of this Agreement or any extension thereof. In the event of any conflict between this Agreement and any practice of the School District related to Administrator benefits, the provisions of this Agreement shall prevail.

(a) Sick Leave. The Principal is entitled to 15 days of paid sick leave annually for absence caused by illness or other disability, which shall accumulate to a maximum of one hundred eighty (180) days. The Principal may use up to five (5) sick leave days per year in the case of serious illness of a spouse, child, parent, or parent of the spouse of the person subject to this Agreement.

In the event such days are not utilized, the Principal or his estate will receive upon the Principal's retirement or death, if he has completed ten (10) or more years of service in the Dennis-Yarmouth Regional School District, pay for unused accumulated sick leave at a daily rate equal to 13% of the administrator's daily rate in effect at the time of retirement or death.

(b) Holiday Leave. The Principal is eligible for holiday leave on all legal holidays as provided to all full-time employees of the School District, the day after Thanksgiving, and one-half (1/2) day before Christmas as long as these are non-school days.

(c) Emergency Leave. Emergency leave for the Principal during the workday will be granted upon notification to the Superintendent. Within three (3) days upon return from emergency leave, he shall submit in writing the need for and date(s) of the leave to the Superintendent.

(d) Personal Leave. The Principal is entitled to three (3) days of non-accumulative leave of absence with pay each year for religious, legal, family or personal matters which cannot

be handled except during work hours. Personal leave will be granted to not more than one of the administrators in a school in any one (1) given day except in case of an emergency in the judgment of the Superintendent. Application for such leave shall be made in writing to the Superintendent as far in advance as practicable and at least forty-eight (48) hours except in case of emergency in the judgment of the Superintendent. This leave shall not be deducted from the applicant's sick leave or accumulated sick leave. No days will be taken immediately preceding or immediately following a vacation or holiday, except in an emergency in the judgment of the Superintendent. The Principal agrees that this policy shall not be abused.

A fourth personal day may be granted under the conditions outlined above except that when such fourth day is granted it will be deducted from the administrator's annual sick leave.

(e) Bereavement Leave. In case of a death in the immediate family, or of a person living in the immediate household of the Principal, leave with pay not to exceed five (5) workdays shall be granted. Immediate family shall include spouse, mother, father, children, grandparents, grandchildren, mother-in-law, father-in-law, sister, brother, sister-in-law, and brother-in-law. Bereavement leave is not to be charged against sick leave.

One (1) bereavement leave of this type shall be allowed per contract year and shall not be charged to sick leave. Any additional bereavement leave of this type per contract year shall be charged to sick leave and shall not exceed five (5) days per occurrence.

One (1) day of bereavement leave may be taken per occurrence for attending the funeral of a co-worker in the school district, close friend, or other family member. In the event the bereavement leave is taken for the close friend or other family member, the leave shall be charged to sick leave. The bereavement leave taken for the co-worker in the school system shall not be charged to sick leave.

(f) Conferences, Workshops, Courses, Etc. The Principal may be granted approved leave of absence with pay for attendance at conferences, workshops, and meetings related to his schoolwork held outside the school during the time which school is in session.

Leave granted shall not be deducted from the Principal's annual vacation leave or accumulated sick leave.

The School District shall reimburse the Principal up to a maximum of eight hundred seventy-five dollars (\$875) per year for tuition for courses approved by the Superintendent. The eight hundred seventy-five dollars (\$875), subject to the approval of the Superintendent, may also be used to cover the costs of special workshops or programs in-state or out-of-state.

(g) Expense Reimbursement. Subject to the policies of the Dennis-Yarmouth Regional School District Committee, the district will reimburse the Principal for all reasonable expenses incurred in the performance of duties (including meals, lodging, seminars, conferences, or other professional improvement sessions) when the superintendent of schools approves those expenses in advance. When the Principal is required to travel, he will be reimbursed at the mileage reimbursement rate approved by the school committee.

(h) Professional Leave. Within reasonable limits the Principal may participate in consultative work, as well as in speaking, lecturing, and writing engagements of a professional nature. Said efforts shall never conflict or detract from her primary responsibilities of the Dennis-Yarmouth Regional School District and are subject to the advance approval of the Superintendent.

(i) Other Benefits. The Principal will be entitled to all other general benefits available to other administrators in the Dennis-Yarmouth Regional School System which are not covered by, or inconsistent with, the provisions of this Agreement.

7. Evaluation. The Principal will be evaluated annually by the Superintendent of Schools using the Massachusetts Department of Education Evaluation System for School Administrators.

8. Termination of Agreement.

(a) *Termination for Good Cause*. During the term of this Agreement, if the Principal has achieved professional status, the School District may terminate the employment of the Principal for good cause after written notice of intent to dismiss and the opportunity to review the notice of intent to dismiss with the Superintendent within fifteen (15) days of receipt of the notice. The notice of intent to dismiss shall include the reasons for the proposed action.

(b) *Resignation by the Principal.* The Principal has the right to terminate the Principal's employment upon sixty (60) days' prior written notice to the Superintendent of Schools.

(c) This Agreement and the Principal's employment may be terminated at any time by mutual consent of both parties.

(d) Termination of the Principal's employment shall terminate this Agreement.

9. Renewal. In the event the School District decides not to renew the Principal's employment with the School District at the expiration of this Agreement, the School District shall provide the Principal with written notice of such intention not later than sixty (60) days prior to the expiration date of this Agreement.

10. Notices. Notices pursuant to the Agreement shall be given by United States Mail, postage prepaid. Alternatively, notices required pursuant to the Agreement may be personally served. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposition of such written notice into the United States Mail service. Notices given by first-class mail pursuant to this Agreement shall be addressed as follows:

TO THE SCHOOL SUPERINTENDENT:                      Superintendent Name, Superintendent of Schools  
Dennis-Yarmouth Regional School District  
296 Station Avenue  
South Yarmouth, MA 02664

TO THE PRINCIPAL:    Principal,  
School Address

11. Consultation; No Representation. The Principal acknowledges that he has had a full and complete opportunity to consult with counsel or representative of her own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Principal concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

12. Completeness. This Agreement constitutes the entire agreement between the School District and the Principal and supersedes any and all other agreements, written or oral, between the parties.

This Agreement may only be changed by written amendment executed by the School District and the Principal.

13. Severability. If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated.

14. Interpretation. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

This Agreement has been duly executed by the Principal and the Superintendent of Schools.

\_\_\_\_\_  
Superintendent Name, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Name, Principal

\_\_\_\_\_  
Date