

Monomoy Regional School District

Dr. Scott Carpenter
Superintendent

Marc Smith
Director of Curriculum

Melissa Maguire
Director of Student Services



Michael MacMillan
Business Manager

Donald C. Mercure
Treasurer

Employment Agreement

Whereas the Monomoy Regional School District (hereinafter "the District"), acting through its Superintendent, desires to retain the services of _____ (hereinafter "the Administrator") in the position of Middle School **Principal** and whereas the Administrator desires to serve in such capacity, the parties agree as follows:

1. **TERM:** The duration of this Agreement will be **July 1, 2021 to June 30, 2024** at which time this Agreement, unless otherwise extended in writing by the parties, will end.

CERTIFICATION: The Administrator shall furnish to the Superintendent, and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying them to act as **Principal** in the Commonwealth.

2. **SALARY:** During the term of this Agreement, the Administrator will be paid an annual salary of **\$125,745.00** paid in twenty-six (26) biweekly installments. Such payment will be prorated for any partial year of service. Such payment will be prorated for any partial year of service.

3. **TERMINATION:**

- a. The Administrator shall give sixty (60) days prior written notice to the Superintendent in the event he wishes to terminate this Agreement before its expiration.
- b. The Superintendent shall have the right to terminate this Agreement prior to its expiration for inefficiency, incapacity, conduct unbecoming a school employee, insubordination, or other good cause. As used herein, "good cause" shall mean any grounds put forward 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 of whether such grounds were put forth in good faith.

In the event the Superintendent terminates this Agreement, the Administrator shall receive written notice termination and the reasons therefore, and shall be entitled to meet with the Superintendent to discuss his decision.

4. **DUTIES:** The Administrator shall perform faithfully, to the best of his ability, the duties associated with this position. The Administrator shall perform such duties in accordance with:
- a. The statutes of the Commonwealth including, without limitation, Massachusetts General Laws Chapter 71, as amended by the Education Reform Act.
 - b. The job description for Middle School Principal.
 - c. The policies of the School Committee.
 - d. The School District's and/or the School's annual improvement goals.
 - e. The School District's strategic plan.
 - f. Regulations of state agencies.
 - g. Directives of the Superintendent of Schools.
 - h. The provisions of this Agreement.

The Administrator shall not accept any other full-time, part-time, or consultative employment during the term of this Agreement which interferes with the proper performance of these duties.

5. **ANNUAL VACATION:** This will be regarded as a twelve month position. The Administrator shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. No more than ten (10) vacation days may be taken consecutively unless approved by the Superintendent. The Administrator will work on non-holidays during school vacations, unless such time off is taken as part of the Administrator's annual vacation allotment. Subject to written approval of the Superintendent, the Administrator may carry over up to five (5) vacation days from one fiscal year to the next. Any vacation days so approved for carryover must be used prior to the start of the subsequent school year.

6. **LEGAL HOLIDAYS:** The Administrator will be entitled to be off from work on the following legal holidays:

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	1/2 day before Thanksgiving
Good Friday (if classes are not in session)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Patriots' Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	

7. LEAVE AND OTHER BENEFITS:

a. Sick Leave - The Administrator shall be entitled to fifteen (15) sick leave days each contract year earned at a rate of one and one-quarter days per month, accumulative to 180 days. Sick leave may be utilized each year for illness of a spouse, child, sibling, parent, parent-in-law, daughter-in-law, or son-in-law, subject to prior agreement of the Superintendent.

Each Administrator will be assessed one (1) day of their annual fifteen (15) days of sick leave to contribute to the Sick Bank established for the Administration. A three person Sick Leave Bank Committee, including the Superintendent, Business Manager, and one principal shall administer the bank. The decisions shall be the will of the majority of this committee. A written request for sick leave bank days shall be submitted to this committee by an applicant or designee, with accompanying medical documentation to substantiate the request. The initial grant of sick leave by the Sick Bank Committee shall not exceed thirty (30) days. Upon completion of the thirty (30) days, the period of entitlement shall be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The applicant will not repay the Sick Leave Bank for the first thirty (30) day allotment, but after the first thirty days, will repay the sick bank at a rate of five (5) days per school year until such time as the total number of days repaid, minus the first thirty days, equals those granted from the Sick Leave Bank. If the Sick Leave Bank Committee determines that the sick leave bank is exhausted, the bank shall be renewed by contributions from each administrator's total sick leave days.

b. Personal Leave - The Administrator will be entitled to up to three (3) days of personal leave per year. The purpose of such leave is to conduct urgent personal business that cannot be conducted outside of the regular work day. Except in the case of an emergency, requests to use personal leave must be made to the Superintendent at least forty-eight (48) hours in advance. Such leave will not be unreasonably denied. Subject to written approval of the Superintendent, the Administrator may carry over one (1) personal day from one fiscal year to the next. Any personal day so approved for carryover must be used prior to the start of the subsequent school year.

c. Bereavement Leave - The Administrator will be entitled to bereavement leave of up to five (5) days at any one time in the event of death of the Administrator's spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, or grandparent, or if the Administrator is designated as the executor for a family member, or if the funeral for a family member is over 400 miles from the place of employment. In addition, at the discretion of the Superintendent, bereavement leave of up to five (5) days may be granted in the event of a death not included in the above categories. The Administrator shall notify the Superintendent of a bereavement leave as soon as possible after learning of the necessity for such absence.

d. Insurance - The Administrator shall be entitled to all insurance (medical, hospital, life) benefits available to teachers in the District.

e. Professional Development - The sum of One Thousand Two Hundred dollars (\$1,200) shall be made available to the Administrator for reimbursement of expenses associated with professional improvement in each year of this Agreement. Such expenses may include reimbursement for tuition for graduate-level coursework, and expenses associated with registration and attendance at workshops, seminars and conferences. Prior approval of the Superintendent will be required in order to qualify for reimbursement.

f. Association Memberships – The Administrator will be reimbursed annually for the cost of membership in one (1) local and one (1) national professional educators’ association, not to exceed a total of \$500. Prior approval of the Superintendent will be required in order to qualify for reimbursement.

g. Travel - The Administrator will receive the sum of \$700 per year to cover expenses for travel on Cape Cod. Other travel, as approved by the Superintendent, will be reimbursed at the standard rate in use in the District.

h. Sick Leave Buy-back – Upon the death or retirement of the Administrator, and provided the Administrator has at least five (5) years of service to the Monomoy Regional School District, payment will be made to the Administrator (or the Administrator’s estate) for 25% of the Administrator’s accumulated sick days, at the rate of \$100 per day.

8. PERFORMANCE EVALUATION: The Administrator will be supervised by the Superintendent, and the Administrator’s performance shall be subject to a yearly performance evaluation. Continued employment under this contract shall be subject to said performance evaluation. Inadequate performance consistent with a good cause standard shall be grounds for termination of this Agreement.

All material related to the Administrator’s performance that is to be placed in the personnel file shall be signed by the Administrator and the Administrator will have the opportunity to place a written rebuttal in the file.

The Administrator and Superintendent shall prepare mutually agreed upon performance objectives, the achievement of which shall be considered in the overall performance evaluation. The Superintendent shall evaluate the performance of the Administrator in a meeting with the Administrator by June 30 of each year of this agreement. The Administrator will receive a written copy of said evaluation from the Superintendent.

The written evaluation by the Superintendent will address the Administrator’s achievement of performance objectives and the Administrator’s performance of their responsibilities as

defined in the existing job description. The Massachusetts Model System for Educator Evaluation will also be used to set standards for the written evaluation. The Superintendent will provide the Administrator with a signed copy of the evaluation for his signature within 14 days of the final evaluation meeting. The Administrator may respond in writing within 14 days, and any such response shall be attached to the final evaluation.

No material derogatory to the Administrator's conduct, character, service, or personality will be placed in his personnel file unless the Administrator has had a chance to review such materials. The Administrator shall have the right to submit a written response to any such material, and their response shall be reviewed by the Superintendent and attached to the file copy.

9. PERFORMANCE: The Administrator shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Superintendent and the Administrator in writing.

10. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Superintendent and the Administrator, 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 agreement in writing signed by both parties.

11. 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.

12 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof on the below-stated date(s).

