

Sherborn Public Schools  
Pine Hill Elementary School

Contract for Employment

between the

Sherborn Public School District

and

Pine Hill Elementary School Principal

July 1, 2015 – June 30, 2016

This contract is made this 12<sup>th</sup> day of February, 2015, by and between \_\_\_\_\_ hereinafter referred to as the "Superintendent", and \_\_\_\_\_ hereinafter referred to as the "Principal."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

### **Article I - Employment**

The School District hereby agrees to employ the Principal for a period to commence as of July 1, 2015 and to end on June 30, 2016. This contract shall continue for one year periods unless the Superintendent gives written notice to the Principal of its non-renewal at least sixty days prior to its expiration. The Principal will work a twelve-month year.

### **Article II - Compensation and Evaluation**

The Principal hereby accepts such employment at the annual salary of \_\_\_\_\_ for the term of this agreement, subject to any adjustment made upon the town's acceptance of the increase included in the proposed FY16 operating budget. The Superintendent agrees to pay said salary biweekly.

The parties shall meet in each year of this agreement at least thirty (30) days prior to the commencement of a new fiscal year to review the performance of the Principal.

The Superintendent shall evaluate the performance of the Principal, in writing, at least once during each fiscal year using principles and practices consistent with those codified within 603 CMR 35.00 and promulgated by the Massachusetts Department of Elementary and Secondary Education.

### **Article III - Duties**

The Principal shall perform faithfully, to the best of his ability, the duties of Principal. The Principal hereby agrees to be governed by the policies of the Sherborn Public Schools.

#### **A. The Principal shall:**

1. Administer curriculum and instruction and assume responsibility for selection of personnel, all as determined by law;
2. Assume responsibility for all matters relating to supervision and oversight of staff, including, but not limited to, evaluation, hiring, discipline, discharge, and assignment of personnel within responsibilities and delineated in the Education Reform Act of 1993.

#### **B. The Principal shall supervise:**

- Assistant Principal
- Guidance Counselor(s)
- Teaching Staff and Paraprofessionals
- Other Professional Staff
- All Non-Certified Staff

- Other resource and service personnel while functioning in the assigned school

C. The Principal's primary performance responsibilities are:

1. Educational Leadership:

- a. Ensure the vision and core values adopted by the Sherborn School Committee and outlined in the School System's Strategic Plan serve as the guiding principles for all educational programs, activities and endeavors within the school.
- b. Administer all phases of the school's academic programs.
- c. Partner with the special education administrator in ensuring a model of inclusion and appropriate differentiation to reach all learners.
- d. Make final recommendations to the Superintendent of Schools on any changes in curriculum or policy.
- e. In coordination with the Assistant Superintendent and curriculum leaders, approve the selection of all curriculum, materials and textbooks to be used in the school.
- f. Provide a means for communicating timely and relevant information to faculty members, staff, and curriculum leaders.
- g. Review new programs within the school.
- h. In coordination with the Assistant Superintendent, develop and implement short and long-range plans for curriculum evaluation and revision.
- i. Oversee the annual evaluation process for all members of the staff, based on the District's evaluation policies.
- j. Report in writing to the Superintendent of Schools those teachers whose teaching or professional practice does not meet the performance standards in accordance with the Dover-Sherborn Public Schools Professional Growth and Evaluation System.
- k. In cooperation with the administrative team, determine teaching assignments for all faculty and support staff.
- l. Maintain a master list/database of all evaluations conducted at the school, and submit that list to the Superintendent of Schools upon request.
- m. Conduct and oversee formal observations in accordance with the Dover-Sherborn Public Schools Professional Growth and Evaluation System.
- n. In cooperation with the Regional Administrative Team, ensure appropriate implementation and follow through of the District's Strategic Plan.
- o. Provide supervision, educational leadership, and support to all curriculum leaders, and administrators at the school.
- p. Serve as chair/co-chair of School Council and conduct School Council business in accordance with state regulations. Submit agenda and minutes from School Council Meetings to the Superintendent of Schools for posting with the town(s) in accordance with open meeting laws.

2. Staffing:

- a. Recruit potential employees and conduct interviews.
- b. Make candidate recommendations to the Superintendent of Schools.
- c. Manage the staffing patterns within the school to assure personal, professional, sick days, and other forms of leave are being handled appropriately and in compliance with District protocol and/or policy.

3. School/Community Relations:
  - a. Establish and facilitate open, ongoing communication and collaboration with all faculty and staff members.
  - b. Create and maintain a school climate that encourages the ability to take risks necessary for an environment of learning.
  - c. Remain visible, involved, and proactive in implementing the school and District Core Values.
  - d. Conduct open houses and establish avenues of communication to inform parents and the two towns of programs and the rationale for these programs.
  - e. Identify a means of keeping parents/guardians and the general public informed about programs and curriculum.
  - f. Proactively manage policy and discipline within the school.
  - g. Attend Sherborn School Committee meetings upon the request of the Superintendent of Schools.
  - h. Maintain communication and actively participate with State and Federal agencies as well as local collaboratives and school systems concerning education.
  - i. Adhere to accreditation processes (if applicable).
  - j. Participate in and/or lead various District committees.
4. Budget:
  - a. Develop and manage the annual budget.
  - b. Review all requests by faculty to attend conferences or workshops.
5. Professional Development:
  - a. Plan, coordinate and conduct in-service programs for staff members consistent with District goals.
  - b. In coordination with the Assistant Superintendent, develop an annual professional development plan that coordinates with the District goals and is implemented on PD days and during faculty meetings.
  - c. Assume the responsibility for his/her own professional growth and development.
  - d. Maintain membership in professional associations.
  - e. Attend professional meetings, conferences, seminars and conventions.
6. Other:
  - a. Perform such other duties as may be assigned by the Superintendent of Schools.
  - b. Submit to the Superintendent of Schools a written Annual Report covering the major accomplishments in conjunction with the School Improvement Plan; submit any other reports as required by the Superintendent of Schools.
  - c. Follow policies adopted by the Sherborn School Committee.
  - d. Report to the Superintendent of Schools each instance of a student suspension.
  - e. In coordination with the Director of Plant and Facilities, maintain the cleanliness and well-being of the school facilities.
  - f. Prepare and analyze statistical data, needs assessment and reports related to the implementation of the District's Strategic Plan.
  - g. Maintain and carry out all student/staff safety requirements, including but not limited to mandatory in-service trainings as well as fire, bus, evacuation, and lock down drills followed by written reports to the Superintendent of Schools.

#### **Article IV - Dismissal**

The Principal may be dismissed or demoted for good cause. The procedures relating to such dismissal or demotion shall be in accordance with the provisions of Chapter 71 Section 41 of the Massachusetts General Laws.

#### **Article V - Resignation**

There shall be no penalty for release or resignation by the Principal from this contract provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon ninety (90) days notification from the Principal unless the Superintendent fixes a different time at which the resignation or release is to take effect.

#### **Article VI - Salary Deductions**

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security (FICA), Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

#### **Article VII - Principal's Certification**

The Principal shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying him to act as Principal in the Commonwealth, as required by M.G.L. c. 1 sec. 38G.

#### **Article VIII - Indemnification**

The School Committee shall fully indemnify the Principal in an amount not to exceed one million dollars for all personal financial loss and expenses, including legal fees and costs, arising out of any claim, action, award, compromise, settlement, or judgment attributable to any act or omission of the Principal while acting within the scope of his duties or employment. Such indemnification may be provided by insurance or otherwise.

#### **Article IX - Complaints/Suggestions**

The Superintendent shall promptly refer to the Principal for his study and recommendation all criticisms, complaints and suggestions brought to the Superintendent's attention. The Principal shall investigate and consider the same and report thereon to the Superintendent as soon as feasible thereafter.

#### **Article X - State Retirement Association**

The Principal shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, sec. 2.

## **Article XI - Annual Vacation and Holidays**

- A. The Principal shall be entitled to twenty (20) paid vacation days annually, which shall accrue in equal installments at the end of each fiscal quarter.
- B. Holidays - The Principal shall not be required to work on the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas Day
New Year's Eve	Christmas Day

## **Article XII - Attendance at Education Conferences, Meetings and Graduate Courses**

- A. The School Committee will, through the Superintendent, encourage the Principal to attend and participate in significant educational meetings or state and national professional organizations concerned with the advancement of education as well as at universities and other institutions whose efforts are dedicated toward the study and development of teaching and learning. Prior approval of the Superintendent is required, and reasonable registration and travel expenses shall be reimbursed to the Principal as agreed before said conference/meeting participation.
- B. Professional Leaves - The Principal may be away from his regular daily duties on recruiting duty, visiting days at other schools, approved speaking engagements, or in attendance at educational meetings as the representative of the Sherborn Public Schools, or in other activities specifically approved by the Superintendent, shall be considered as being engaged in the performance of her duties.
- C. The Principal may be away from his regular duties to serve on committees and as officer of the regional, state, or national professional organizations, provided prior approval is obtained from the Superintendent.

## **Article XIII - Leaves of Absence**

- A. Sick Leave - Sick leave for \_\_\_\_\_ will be made up of the following elements which, when added together, will determine the sick leave entitlement at the beginning of a contract year.
  1. The sick leave in existence for the forthcoming contract year (15 days), which shall remain the same for each year of this contract.
  2. Deduction of any sick leave days expended in the immediately preceding contract year.
  3. \_\_\_\_\_ is entitled to three (3) bereavement days in the event of the death of a family member.

4. Unused sick leave days will accumulate to a maximum of 200 days.
  5. The Superintendent may approve additional sick days, if needed, for a serious illness.
- B.** Personal and Professional Days - Three (3) personal days per year. Professional days are subject to the approval of the Superintendent.
  - C.** Military Leave – The Principal shall be granted a maximum of ten (10) days per school year if called into active duty of any unit of the United States Reserves or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session and a statement to that effect is obtained from the unit commanding officer. The Principal shall be paid the difference between his regular pay and the service pay.
  - D.** Leaves taken for reasons set forth in B or C shall not be charged against any accumulated sick leave.
  - E.** All benefits to which the Principal was entitled at the time of his leave of absence under this Article, including unused accumulated sick leave, shall be restored to him upon his return; and he will be assigned to the same position which he held at the time said leave commenced, if available.
  - F.** Except in the cases of leave under Section A above, requests for leave of absence shall be in writing, addressed to the Superintendent, shall state the purpose of the leave, and shall specify the period for which the leave is requested.

#### **Article XIV - No Strike**

- A.** The Principal agrees that he will not cause, condone, sanction, or take part in any withdrawal of services (strike, walkout, slowdown, or work stoppage).
- B.** During the withdrawal of services by an employee group, the Principal will have a responsibility to keep the schools open until the School Committee takes official action to close them. The Principal has an obligation to remain on the job in order to:
  1. Protect and guide the students who report to school;
  2. Maintain communications within the community among parents, teachers, and the public; and
  3. Seek through reasonable methods to protect school property.

### **Article XV - Performance Review**

- A. Any written complaint made to the Superintendent about the Principal shall be promptly called to the attention of the Principal.
- B. The Principal will meet with the Superintendent periodically to review overall performance. Any area of concern about performance will be communicated to the Principal when the concern arises, and discussed with the goal of improving performance in this area. To help achieve this goal, the Superintendent will offer constructive suggestions.
- C. The Superintendent will evaluate, in writing, the Principal by May 1 of each year.

### **Article XVII - Salary Policy**

The Sherborn School Committee recognizes the concerns of the Principal relative to upward movement of the salary scale based on merit. The School Committee and Superintendent agree that performance, commensurate with the Sherborn Public Schools' standards, merits a salary increase. The Superintendent agrees to address, through the evaluation process, the concerns of the Principal. The Superintendent will recommend a salary adjustment to the School Committee at its May meeting.

- A. A salary of the Principal shall be determined by the School Committee upon recommendation by the Superintendent.
- B. The salary for the next school year will be established by June 1 of each year.
- C. The Principal's salary may not be lowered for reasons cited in the annual evaluation and upon recommendation of the Superintendent. The Principal shall be given written notice of thirty (30) school days prior to his salary being frozen.

### **Article XVII - Insurance and Annuity**

- A. Insurance - The Principal is eligible to participate in insurance plans offered by the Town of Sherborn, including those for life insurance, dental insurance, and medical and hospital benefits.
- B. Tax-Sheltered Annuities - The Principal may participate in tax-sheltered annuities in accordance with the Internal Revenue Code and the General Laws of Massachusetts. The Principal may purchase and/or revise, with the approval of the Superintendent of Schools, an individual or group annuity plan any time during the contract year.

### **Article XVIII - Duration**

The provisions of this agreement shall be effective as of July 1, 2015 and will continue in full force and effect through June 30, 2016. Discontinuation of this contract will be subject to applicable state law regarding notice of termination.



**Article XIX - Entire Agreement**

This contract may not be changed except by writing signed by the party against whom enforcement thereof is sought. This contract will remain in effect even though a superintendent may leave the system and be replaced.

**Article XX- 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 to this contract have caused the presented to be executed this 12<sup>th</sup> day of February, 2015 in Sherborn, Massachusetts.

\_\_\_\_\_  
Superintendent of Schools

2-20-15  
Date

3-3-15  
Date