

**TYNGSBOROUGH PUBLIC SCHOOLS**

**POLICY**

**SCHOOL ADMINISTRATORS EMPLOYMENT  
RIGHTS AND BENEFITS**

**PROCEDURE**

The Tyngsborough School Committee in full recognition of the key role that administrators serve in the efficient and smooth operation of its schools provides and secures the following:

**APPROVED: AUGUST 25, 2009**

ARTICLE I

WORK DAY, WORK YEAR, AND SALARY

A. WORK DAY

Administrators recognize that their responsibility and conduct are not determined by the prescribed hours and conditions. As professionals, their effectiveness and productivity are not correlated to time. They have an incalculable obligation to perform the direct and implied duties of their positions and each of them will expend the time and effort necessary to effectively achieve the goals and purposes of the Tyngsborough School Department.

B. WORK YEAR AND SALARY

1. Work Year Schedule

- i. The Superintendent has the option to request that any administrator, who does not work a 12 month year, work up to three (3) days beyond their contract in an emergency.
  - ii. Each Administrator covered by this agreement, shall by September 1<sup>st</sup>, submit to the Superintendent for approval his/her schedule of work days for the ensuing year. The work year schedule will be compatible with the teachers' work year schedule. Any deviation from this work schedule may be made only with the written permission of the Superintendent.
2. The salaries are directly related to experience and academic preparation of the administrator holding the respective positions. Should a vacancy occur, the Tyngsborough School Committee, reserves the right to negotiate an appropriate entry salary with a candidate who they deem commensurate with the individual's experience and academic preparation?

ARTICLE II

LEAVES OF ABSENCE

1. SICK LEAVE

1. Each administrator shall be entitled to seventeen (17) days of paid sick leave for each school year. Sick leave may be accumulative to a total not to exceed 300 days.

2. In cases of merit, the Committee, at its discretion, may allow sick leave beyond the limit under #1 above upon the written recommendation of the Superintendent of Schools.
3. Upon retirement or death, an administrator or beneficiary shall be paid at 50% of their daily rate (salary divided by the number of stated work days) for 20% of their accumulative sick leave at the time of death or retirement. Payment to be made in a lump sum upon retirement or to the beneficiary at the time of death.

2. TEMPORARY LEAVES OF ABSENCE

1. Personal Leave

An administrator may be granted three (3) days leave without loss of pay for time necessarily and actually lost for immediate personal reasons if such activity cannot be carried on at any other time. It is the intent of the parties that such leave not be abused to obtain leave for such reasons as recreation or extensions of holidays. Notification of the leave shall be made to the administrator's immediate supervisor as far as possible in advance of the day of such leave.

2. Educational Leave

Educational leave may be approved by the Superintendent for visitations to other school systems for observation of programs and curriculum, and for attendance at workshops, seminars, conferences, conventions, or other professional improvement sessions. Reasonable expenses incurred, if approved by the Superintendent in advance, will be reimbursable upon request and presentation of appropriate vouchers.

3. Sabbatical Leave

- A. The Tyngsborough School Committee, upon recommendation of the Superintendent of Schools, may grant a sabbatical leave for approval study, research, or travel, in relation to a specified research project, to a member of the administrative staff who has completed a minimum of seven (7) consecutive years of experience in the Tyngsborough Public Schools.
- B. Not more than one (1) sabbatical leave shall be granted for any school year. In case the number of applications shall exceed the aforesaid number, the recommendation shall be made on the basis of the value of the proposed leave to the educational system of Tyngsborough.
- C. Prior to the granting of a sabbatical leave, the applicant shall enter into a written agreement with the School Committee that upon the termination of such leave, the administrator will return to service in the Tyngsborough Public Schools for a two (2) year period, and that in default of completion of such services, said

administrator will refund the Town of Tyngsborough an amount equal to such proportion of service in relation to the total amount.

- D. Recipients of sabbatical leave shall retain tenure status and all other prescribed rights which would otherwise be theirs if they were actively teaching in the Tyngsborough Public Schools.
- E. The specific purpose of the sabbatical leave is to improve the professional background of the person applying; therefore, the recipients shall not engage in remunerative work while on leave except as follows: scholarship and fellowship in approved college and university which do not interfere with the prescribed program of professional improvement.
- F. Nothing in the sabbatical leave policy is to be interpreted as guaranteeing a sabbatical leave to any administrator if it is not deemed in the best interest of the Tyngsborough School System to do so.
- G. A sabbatical leave shall not be granted for less than on full school year, and the recipient shall be paid at the rate of one-half (1/2) of his regular salary which he would have received had he remained in active status.
- H. A recipient of a sabbatical leave must serve for an additional seven (7) consecutive years of service in the Tyngsborough School System before being eligible for consideration for a second sabbatical leave.
- I. Application for sabbatical leave shall be submitted to the Superintendent of Schools in writing no later than November 1<sup>st</sup> of the year prior to the school year for which the leave is requested.

### ARTICLE III

#### TUITION REIMBURSEMENT

- A. Administrators will be reimbursed 100% of the costs shown on the tuition bill for the first course, and 50% of the costs for the second course, each year.
- B. All courses must have prior approval of the Superintendent of Schools and must be completed satisfactorily.
- C. Tuition reimbursement will be made upon the successful completion of each course.
- D. No reimbursement will be made for courses taken while attending and being paid a weekly or monthly stipend under a federal or locally financed program.

- E. If an administrator is required to enroll in a course, including in-service courses, by the Superintendent or the Committee, the full cost of the course shall be incurred by the Committee.

ARTICLE IV

GENERAL

- A. No material derogatory to an administrator's conduct, service character or personality, will be placed in his/her personnel file unless the administrator has had the opportunity to review the material.
- B. The Superintendent, at the request of the administrator, will permit the administrator to inspect the contents of his/her personnel folder and make copies of such contents as concern his/her work for him/her.
- C. No administrator shall be suspended, reduced in rank, or compensation, without good cause.
- D. Each administrator, upon the recommendation of the Superintendent of Schools, and the approval of the School Committee may enroll their son(s)/daughter(s) in the Tyngsborough Public Schools with the tuition waived provided there is a space and that the acceptance of the additional student(s) does not detract from the educational program and facilities for the students living in Tyngsborough.
- E. An administrator who has been a teacher in Tyngsborough Public Schools whose position is eliminated may revert to a teaching position for which she/he is qualified and certified within the system. Salary step to be determined by appropriate degree and length of service in Tyngsborough (teaching plus administration).
- F. A long-term disability income protection plan will be provided for each administrator, if the administrator qualifies, cost to be borne by the School Committee. The plan will provide income protection of \$3,000 per month, beginning with the 181<sup>st</sup> day of the disability and continuing to the age of sixty-five (65) years.
- G. A \$150,000 term life will be provided for each administrator, if the administrator physically qualifies, cost to be borne by the School Committee.
- H. A principal who supervises two buildings or two separate and distinct programs (ex. Early Childhood and Elementary) will be paid a stipend of \$1,500.
- I. Any/all insurance premiums contributed by any administrators that can currently be legally deducted before federal taxes will be so figured.

ARTICLE V

NO STRIKE CLAUSE

It is understood by all parties that it shall be unlawful for any administrator to engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services by such administrators whatever such withholding of services may be name or characterized, and in such event, the School Committee may withdraw, withhold or cancel such portion of his or her salary or wages during the continuance of any such incident, and at the discretion of the School Committee engage substitute administrators or permanent administrators to replace any administrators engaged in such incidents.

Administrators employed with professional status agree that participation in such incidents shall be good cause for suspension or dismissal under General Laws, Chapter 71, or the laws of the Commonwealth of Massachusetts.

ARTICLE VI

If any provisions of this agreement or any applications of the agreement to any employee or group of employees shall be found contrary to State or Federal statutes, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**APPROVED: AUGUST 25, 2009**

ARTICLE VII

This policy references the following Administrators: Principals, Assistant Principals, Administrator of Special Education, Director Of Technology, Supervisor of Buildings and Grounds and (2) SPED Facilitators.

1. This agreement is made as of \_\_\_\_\_ 20\_\_ by and between the Tyngsborough Superintendent of Schools and the \_\_\_\_\_. In consideration of these promises, the parties mutually agree that those rights and benefits so outlined in School Committee Policy 13.2, are minimum in nature and can only be reduced by mutual consent.
2. TERMS: The \_\_\_\_\_ shall be employed for a period beginning September 1, 20\_\_ through August 31, 20\_\_. During this time period, a minimum of \_\_\_\_\_ work days will be provided.
3. COMPENSATION: The \_\_\_\_\_ shall be paid an annual salary commencing as of the effective date of this agreement of \_\_\_\_\_ per year payable in twenty-six equal installments.
4. DUTIES: The \_\_\_\_\_ shall devote his/her full time, effort and energy as an \_\_\_\_\_ and should not engage in any outside employment that may in any way interfere with the administrator's responsibilities without written approval of the Superintendent of Schools.
5. PROFESSIONAL ACTIVITIES: The \_\_\_\_\_ may undertake incidental speaking, writing, lecturing or other engagements of a professional nature provided they do not derogate from his/her duties as \_\_\_\_\_.
6. INVALIDITY: If any paragraph, part of or, rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but the remainder shall be binding and effective against all parties.

Under the authority granted to the Superintendent of Schools by Section 43 of Chapter 71 of the Education Reform Act of 1993, \_\_\_\_\_ is appointed to the position of \_\_\_\_\_ commencing on September 1, 20\_\_ upon the terms and conditions so outlined and explained in the Tyngsborough School Committee Policy 13.2.

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

**APPROVED: AUGUST 25, 2009**