

AGREEMENT  
BETWEEN THE  
WAREHAM PUBLIC SCHOOL DISTRICT  
AND  
PRINCIPAL

Agreement made this 1st day of July, 2019, by and between the Wareham School District in Plymouth County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and . of

Both parties agree that said employee (hereinafter referred to as the "principal") shall perform the duties of principal as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Wareham School Committee under the direction of the Superintendent.

The parties hereto agree as follows:

SECTION ONE

EMPLOYMENT

The District hereby employs \_\_\_\_\_ as PRINCIPAL within the public schools of Wareham,  
and \_\_\_\_\_ hereby accepts such employment on the following terms and conditions.

SECTION TWO

TERMS

The term of employment set by this Agreement shall be for a three year period commencing July 1, 2019 and ending June 30, 2022. It shall thereafter automatically renew itself for successive terms of one (1) year unless by March 15th of 2021 or the March 15th of any automatic extension hereof, either the Superintendent or Principals shall have given the other written notice of its desire to modify or terminate the Agreement. A Principal wishing to resign shall provide the Committee with sixty (60) days' notice.

SECTION THREE

COMPENSATION

\_\_\_\_\_ shall be paid a salary of One Hundred Twenty-Eight Thousand Nine Hundred and Forty-One Dollars (\$128,941) per annum for the period commencing July 1, 2019 through June 30, 2020 less income tax withholding and other normal employee deductions. The salary is open for years two and three of the Agreement.

The salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members employed by the Committee. The Superintendent shall establish the salary for the fiscal years 2020 and 2021 based upon performance in accordance with Section 8.

The salary stated herein shall not be reduced below the amount received by the principal in the previous contract year, provided, however, that a principal's salary may be reduced upon his demotion by the Superintendent, an administrative reorganization or a transfer to another school or position.

A salary increase agreed to during the term of this Agreement shall be reduced to an amendment. That amendment shall not be a new contract between the District and \_\_\_\_\_

SECTION FOUR

DUTIES

The Principal shall be the educational leader and manager of her school and shall supervise the operation

and management of her school and school property, subject to the supervision and direction of the Superintendent.

The Principal shall be responsible, consistent with the Committee's policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, teacher assistants, and other personnel assigned to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L. Chapter 71 as amended by the Education Reform Act of 1993. The Superintendent shall also have final authority as to the assignments and transfers of the above listed staff from school to school.

The Principal shall also faithfully and effectively perform the duties contained in the job description of Principal as attached hereto in attachment "B" and incorporated by reference and shall faithfully follow all School Committee policies.

The Principal will perform the directed and implied duties of her position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Wareham Public Schools.

The Principal may accept speaking, writing, lecturing, teaching, consulting, counseling or other engagements of a professional nature as he sees fit, provided she does not derogate from her duties as a principal and with prior approval of the Superintendent of Schools. will receive a stipend to offer restraint training and will be compensated at Five Hundred (\$500.00) Dollars per day.

#### SECTION FIVE

##### PERFORMANCE

The Principal shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the principal and the Superintendent of Schools in writing.

#### SECTION SIX

##### DISMISSAL, DEMOTION AND SUSPENSIONS

The Superintendent may dismiss, demote or suspend the Principal at any time for good cause and in accordance with the procedures contained in the Massachusetts General Laws, chapter 71, Section 41 of the Education Reform Act of 1993.

As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or relevant 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 questions whether such grounds were put forth in good faith.

#### SECTION SEVEN

##### CERTIFICATE

shall furnish and maintain during the term of this Agreement a valid and appropriate certificate qualifying her to act in her position as required by General Laws, Chapter 71 Section 41 of the Acts of 1993.

#### SECTION EIGHT

##### EVALUATIONS AND PERSONNEL FILES

- A. The principal will have the right, upon request, to review the contents of her personnel file. No material derogatory to the principal's conduct, service character, or personality will be placed in her personnel file unless the principal has had an opportunity to review that material. The principal will acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The principal will also have the right to submit a written answer to such material, and her answer shall be reviewed by the Superintendent and attached to the file copy.
- B. The Superintendent of Schools shall evaluate the performance of \_\_\_\_\_ in writing at least twice annually based upon 1) the mandates contained in M.G.L., chapter 71 as amended by the Education Reform Act of 1993; 2) the policies of the Wareham School Committee; and 3) the annual school improvement plan developed with the School Council; and 4) the individual school improvement goals mutually agreed upon by \_\_\_\_\_ and the Superintendent. The final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.
- C. An overall evaluation of Unsatisfactory will freeze the principal's salary until a Satisfactory evaluation is achieved.

#### SECTION NINE

##### SICK LEAVE

- A. The principal shall be entitled to twenty (20) days of sick leave, as of the first day of the school year, without loss of pay in any school year which shall be cumulative up to two hundred seventy (270) days. All days presently accumulated shall be carried over.
- Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household.
- Appropriate medical evidence shall be furnished on the Superintendent's request for the use of any sick leave extending for five (5) or more consecutive days.
- B. No reimbursement shall be made for unused sick leave except as provided in Section 17.

## SECTION TEN

### PERSONAL LEAVE

- A. Personal Leave
- is entitled to five (5) days of absence for personal, business, legal, household or family matters which require absence during school hours. Application for leave pursuant to this section shall be made at least forty-eight (48) hours before taking such leave, except in case of emergency.
- B. Bereavement Leave
- Up to five (5) school days at any one time will be granted in the event of the death of a member of the principal's immediate family. The Superintendent may authorize two (2) additional days funeral leave when deemed advisable by the existing circumstances. The immediate family shall be defined as: parents, spouse, children, brother, sister, grandparents, parents-in-law, and members of the principal's immediate household.
- C. Military Leave
- Principals required to absent themselves from their regular assigned duties as a result of performing services in the Armed Forces of the United States or the National Guard of the Commonwealth of Massachusetts shall be compensated by the Committee for no more than seventeen (17) work days per school year, an amount of money to insure that such Principal shall not receive less than said Principal's annual contracted salary she would have received but for such military service.

D. Court Leave

If a principal is required to appear in a court of law in a case arising out of her employment in the Wareham School System, she shall suffer no loss of any pay and such absence shall not be deducted from any excused absences provided that she is found not guilty in such court proceeding of a crime involving moral turpitude or negligence in the performance of assigned duties.

SECTION ELEVEN

PROTECTION OF PRINCIPALS

- A. The principal will report immediately, in writing, to the Superintendent all cases of assault suffered by her in connection with her employment. This report will be forwarded to the Committee which will comply with any reasonable request from the principal for information in its possession relating to the incident or persons involved. The Committee will then act in appropriate ways as liaison among the teacher, the police and the courts.
- B. The District shall maintain sufficient liability coverage for all principals, including lawyers' fees, settlements, judgments, and any other costs, for any matter arising within the scope of their employment.

SECTION TWELVE

PROFESSIONAL DEVELOPMENT

Requests for reimbursement for memberships in professional organizations will be subject to prior approval of the Superintendent of Schools.

A. Professional Memberships

Each principal shall be entitled to reimbursement for membership in the Association for Supervision and Curriculum Development and either the Massachusetts School Administrators' Association or the National Association of Elementary School Principals.

B. Professional Meetings

The Committee shall pay all costs, subject to appropriation and approval in advance by the Superintendent of Schools, incurred as a result of attendance at professional meetings and

conferences. Costs commonly associated with such activities shall be understood to include transportation, tips, and registration materials. Automobile mileage will be at the rate established by the IRS. The rate will be adjusted annually September 1st and remain in effect throughout the year.

C. Tuition Reimbursement

shall be entitled to reimbursement up to Two Thousand (\$2,000.00) Dollars for tuition, fees, and textbook expenses when she completes a graduate level course approved in advance by the Superintendent of Schools. The reimbursement will be paid upon submission of evidence of expenditure in an amount not less than the reimbursement sought.

ARTICLE THIRTEEN

MEDICAL EXPENSES

An annual physical examination for each principal will be subject to reimbursement by the Committee. Appropriate documentation will be submitted with a maximum payment not to exceed four hundred (\$400.00) dollars.

SECTION FOURTEEN

WORK YEAR

The principal shall be employed for twelve (12) months excluding the following holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and day after, Christmas Day), weekends, and thirty (30) vacation days. The work year for all principals shall be defined as two hundred forty eight (248) days.

The principal shall be reimbursed for up to ten (10) unused vacation days per year, noncumulative, on a per diem basis determined by the annual salary divided by the number of working days for each Principal.

SECTION FIFTEEN

FAMILY AND MEDICAL LEAVE

The District will comply with the Family and Medical Leave Act of 1993.

SECTION SIXTEEN

INSURANCE

The District shall provide with Worker's Compensation insurance and shall pay, in part,

the premiums for group medical insurance and life insurance coverage, at the level paid by the District of the premiums applicable to other Wareham School Department professional employees.

The option of a personal liability, life insurance program and/or long-term disability insurance program shall be given the principal with the total cost to the Committee not to exceed Eight Hundred (\$800.00) Dollars annually. The Committee shall maintain sufficient liability coverage for the principal, including lawyers fees, settlements, judgments, and any other costs, for any matter arising out of the course of her employment.

#### SECTION SEVENTEEN

##### SEVERANCE PAY

To qualify for severance pay, the principal must present notice of retirement from her position, in writing, to the Superintendent no less than twelve (12) months prior to the date of retirement unless otherwise mutually agreed.

Twenty-five (25%) percent of unused accumulated sick leave days, up to thirty (30) days, may be used for this purpose. The days will be multiplied by a fraction of one (1) over the number of days in the work year of the principal of the salary of the final year of employment and paid a lump sum no later than three (3) months after the effective date of the retirement.

A principal who notifies of retirement will be given the full percentage of any salary increase for that year, even if the percentage is to be split or otherwise deferred.

If a principal leaves her position prior to the end of the contract, other than for retirement, medical reasons, or by mutual agreement, the District will not be obligated to pay severance benefits other than all unused vacation days.

-or-

may, after the completion of five years of employment in the Wareham Public Schools, elect a Longevity Clause. The total payment under the Longevity Clause shall be equal to the amount specified in the Severance Clause at the time of election. The longevity payment shall be made in three equal payments during any three consecutive years of employment.

To be eligible for the Longevity Clause, \_\_\_\_\_ must meet the eligibility terms of the Severance Clause. Upon election to receive the longevity payments, \_\_\_\_\_ accumulated sick leave shall be reduced in accord with the Severance Clause.



SECTION EIGHTEEN

ENTIRE AGREEMENT

This Agreement embodies the entire understanding and agreement between the Town of Wareham School Department and \_\_\_\_\_ and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in a writing signed by both the Superintendent and \_\_\_\_\_. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINETEEN

VALIDITY

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this <sup>3<sup>rd</sup></sup> day of ~~December~~ 2018.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS  
WAREHAM SCHOOL DISTRICT