

**CONTRACT OF EMPLOYMENT
BETWEEN THE
COHASSET PUBLIC SCHOOLS
AND**

The Cohasset Public Schools, by and through its Superintendent of Schools, hereby employs _____ as the Principal of the Cohasset High School, a full-year position, and hereby accepts such employment, on the following terms and conditions:

1. TERM

The Principal shall be employed for the period commencing on July 1, 2019 and ending June 30, 2022, unless sooner terminated as herein provided.

In the event the Cohasset Public Schools, by and through the Superintendent, decides not to renew the Principal's contract of employment, the Superintendent shall notify the Principal at or by April 30 prior to the expiration date hereof. Failure to provide such notice shall automatically renew this contract for an additional one-year period.

A non-renewal shall in no circumstances be deemed a termination or dismissal.

2. COMPENSATION

The Principal's annual salary in effect as of July 1, 2019 shall be \$130,000.00

The Principal's annual salary in effect as of July 1, 2020 shall be \$132,600.00

The Principal's annual salary in effect as of July 1, 2021 shall be \$139,310.00

The annual salary will be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

3. DUTIES AND RESPONSIBILITIES

The Principal shall be the educational administrator and manager of his school and shall supervise the operation and management of his school and school property, subject to the supervision and direction of the Superintendent or the Superintendent's designee.

The Principal shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the Principal under:

- a. the statutes of the Commonwealth of Massachusetts, including without limitation MGL Chapter 71, as amended by the Education Reform Act;
- b. the policies of the School Committee;
- c. the job description as developed and/or amended by the School Committee and/or Superintendent or designee;
- d. regulations of state agencies;
- e. directives of the Superintendent of schools or designee;

- f. the provisions of this agreement
- g. the performance standards set by law and the school district, and the Principal's individual goals.

4. WORK DAY/HOURS OF EMPLOYMENT

The Principal is expected to work as many hours as required to provide effective leadership for the position of Cohasset High School Principal. Under normal conditions, this includes his availability for at least eight (8) hours per workday, including all hours that school is in session. Attendance outside of school hours at School Committee meetings, school functions and other activities that are appropriate for him to attend is expected and may be directed by the Superintendent. The Principal will not be expected to report to work on days that school is cancelled due to weather conditions, or on state holidays on which school is not in session.

5. CERTIFICATE

The Principal shall furnish to the Superintendent and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as a Principal in the Commonwealth of Massachusetts.

6. STATE RETIREMENT SYSTEM

The Principal shall be a member of the Massachusetts Teachers' Retirement System as required by MGL Chapter 32, Section 2.

7. EVALUATION

The Principal shall be evaluated consistent with the evaluation procedures and standards set forth in applicable law, 603 CMR 35.01 et seq., any supplemental standards and procedures adopted by the Cohasset Public Schools that are consistent with such law and regulations, and his annual goals. The evaluation shall be discussed with the Principal, and he shall be given a copy thereof and opportunity to submit a written response. The Principal's annual goals shall be mutually established by both the Superintendent and the Principal. The Principal shall submit his proposed goals to the Superintendent on or before August 1 of each contract year. In the event that such goals are not mutually agreed to within thirty days of submission, the Superintendent may unilaterally establish the Principal's annual goals.

8. INDEMNIFICATION

Subject to Massachusetts General Laws, Chapter 258, Section 9, the Committee shall defend, hold harmless and indemnify the Principal from any and all civil demands, claims, suits, actions, hearings and legal proceedings, including legal expenses that may be incurred in defending against said civil actions, brought against the Principal in his individual or official capacity as an agent and employee of the Committee, provided the incident arose while the Principal was acting within the scope of his employment. This indemnification provision shall endure and survive the expiration of the contract.

9. INSURANCE

The Principal shall be entitled to the same health and other insurance plans and benefits under the same conditions as other employees of the Town of Cohasset.

10. VACATION

The Principal shall receive twenty-five (25) working days of annual paid vacation, exclusive of legal holidays, per full contract year. He may carry five (5) unused vacation days into the following contract year including current days of vacation not used during his tenor as Assistant Principal of Cohasset Middle High School. Upon retirement from the Cohasset Public Schools in accordance with the Massachusetts General Laws Chapter 32, or upon death, the Principal or his estate shall be paid no more than ten (10) of his unused, accumulated and earned vacation days, up to a maximum of five thousand (\$5000) dollars.

11. SICK LEAVE

The Principal shall be entitled to eighteen (18) paid sick days per each full contract year. Unused sick leave may accumulate from year to year up to a maximum of 180 days. Up to five (5) sick days of that time per full contract year may be utilized in the event of a serious illness of the Principal's child, parent, spouse or other relative residing in the same household. There shall be no buyback of unused sick leave. The Principal may roll over all current sick days up to 180 days accumulated as Assistant Principal in the District.

12. PERSONAL DAYS

The Principal shall be granted up to three (3) paid days of leave per full contract year for personal business that cannot be conducted outside of normal working hours, provided that he provides reasonable advanced notice to the Superintendent on a form provided by the Superintendent, which shall require that the Principal only identify the general category of reason for which the personal day is to be taken. If circumstances prevent advanced notice, the Principal shall provide notice as soon as practicable thereafter. Except upon express prior written approval of the Superintendent, personal days shall not be taken on the days before or after vacation periods or school holidays, nor shall they be taken at the beginning or the end of the school year.

13. BEREAVEMENT LEAVE

The Principal shall receive up to five (5) days per calendar year of bereavement leave immediately following the death of a spouse, child, child-in-law, parent, parent-in-law, sibling, grandparent or grandchild. At the Superintendent's discretion, additional days beyond the above-referenced five (5) days may be granted. Any such additional days granted shall be deducted from accumulated sick leave.

14. WORKER'S COMPENSATION

In the event the Principal receives worker's compensation benefits, he shall be paid the difference, out of, and to the extent of available, accumulated paid sick leave, between his weekly wages and his worker's compensation weekly benefit. Sick leave shall be deducted on a

pro-rata basis. In addition, should the weekly benefit be based on partial, rather than total, disability, the amount to be paid out of available sick leave shall be reduced by the amount of the Principal's earning capacity.

15. REIMBURSEMENT FOR COURSES

The School Committee shall reimburse the Principal for the tuition for either graduate or doctorate level courses relevant and related to his position, professional development plan and goals, and subject to the advanced approval of the Superintendent, up to twenty-five hundred (\$2,500.00) dollars for the entire term of the contract.

16. REIMBURSEMENT FOR PROFESSIONAL CONFERENCE AND MEETING COSTS

The Principal will prepare a professional development plan and submit it to the Superintendent for approval. Consistent with his professional development plan, and subject to advance approval of the Superintendent, the Principal shall be reimbursed for the costs, up to one thousand five hundred (\$1,500.00) dollars for the entire contract term, for travel, housing, registration, meals and expenses reasonably associated with attendance at professional conferences and meetings.

17. PROFESSIONAL DUES

The School Committee shall pay for the Principal's membership in two (2) organizations that are directly related to his position and membership in the MASSA Association.

18. MILEAGE

The School Committee shall reimburse the principal up to 5000 miles at the IRS reimbursement rate of pay for the purpose of travel associated with his position. The reimbursement will not include normal travel to and from work.

19. TERMINATION OR DISMISSAL

- A. The Principal shall not be dismissed during the term of this contract unless he has been furnished with a written notice of intent to dismiss with an explanation of the grounds for the dismissal, and, if he so requests, has been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Superintendent at which meeting the Principal may be represented by an attorney or other representative to present information pertaining to the bases for the decision and to the Principal's status. This provision shall not apply to non-renewal of this contract, or termination of the contract during its term per section B below.
- B. This agreement may be terminated during its term, and the Principal's employment thus terminated, for one or more of the following reasons:
 - 1. Mutual agreement of the Principal and Superintendent
 - 2. Resignation or retirement of the Principal, provided that he provides sixty (60) days notification, and provided that no resignation shall become effective until the close of

the school year, unless the Superintendent fixes an earlier date upon which such resignation is to take effect.

3. Elimination or reorganization of the Principal's position pursuant to an administrative or financial reorganization, reduction in force, budgetary reasons, closing of a school, and/or declining enrollment.

20. PERFORMANCE:

The Principal shall fulfill all aspects of this contract.

21. ENTIRE AGREEMENT:

This contract embodies the whole agreement between the Cohasset Public Schools and the Principal concerning the subject matter herein. This contract supersedes all prior written or oral agreements between them as to the subject matter herein. There are no inducements, promises, terms, conditions, or obligations made or entered into between the parties concerning the subject matter herein other than those contained herein. The contract may not be changed except by a mutual agreement signed by each of the parties to this contract.

22. SEVERABILITY

If any provision of this agreement shall be found contrary to law, then such provision shall not be deemed valid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

23. GOVERNING LAW

This contract shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in duplicate this

14th day of May, 2019.

Principal

Superintendent