## **KINGSTON SCHOOL DEPARTMENT**

## Kingston Intermediate School Principal Contract of Employment

AGREEMENT made originally the 1<sup>st</sup> day of July 2022, by and between the KINGSTON SCHOOL COMMITTEE, hereinafter referred to as the COMMITTEE, and hereinafter referred to as the PRINCIPAL.

WHEREAS, the Committee is desirous of employing the Principal to assist the Superintendent of Schools in administering the public intermediate school in the town of Kingston. The Principal of the Elementary School and the Principal of the Intermediate School will cooperate and collaborate with each other in the best interest of the school, staff and students.

WHEREAS, the Principal is willing to accept employment as such and serve in this capacity; and

WHEREAS, the parties are desirous of setting forth in writing the obligations of each as it pertains to this relationship.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. The Committee hereby employs as Principal of the Kingston Intermediate School, and the Principal hereby accepts employment as of July 1, 2022 through June 30, 2025.

2. This agreement shall be in effect for the period beginning July 1, 2022 and ending June 30, 2025.

3. The Principal shall be paid an annual salary of \$115,198 for the period July 1, 2022 through June 30, 2023; an annual salary of \$118,653 for the period July 1, 2023 through

June 30, 2024; and an annual salary of \$122,214 for the period July 1, 2024 through June 30, 2025. Payments shall be made in twenty-six equal installments.

4. In the event that said Principal desires to terminate this contract before the term of service shall have expired, he may do so by giving at least sixty (60) days' notice of his intention to the Committee.

The parties may, by mutual consent, terminate the contract at any time.

The Superintendent may terminate this contract upon written notice of sixty (60) days prior to the expiration date of the contract. The Superintendent may terminate the contract of employment during its term for one or more of the following reasons:

- a) Inefficiency or incompetence;
- b) Insubordination against reasonable rules of the Superintendent and/or School Committee;
- c) Moral Misconduct;
- d) Disability as shown by competent medical evidence;
- e) Other due and sufficient cause and for financial exigencies.

In the case of financial exigencies, the Superintendent and/or the School Committee may cause a reduction of the workday, work year or eliminate the position. If the workday or work year is reduced, there will be a corresponding pro-ration of the salary to reflect the changed workday or work year.

The Superintendent does not waive any additional rights he may have under law or statute.

5. The Principal shall perform faithfully, to the best of his ability, the duties of Principal as established by the Committee.

6. The Principal may accept speaking, writing, lecturing or other engagements of a professional nature, provided they do not derogate from his duties as Principal.

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

8. The Principal shall be entitled to the following fringe benefits.

Health Insurance: The Principal shall be entitled to the same insurance (medical and hospital) benefits and options as the teachers within the Kingston School Department. Cost for individual or family membership to be shared by the Committee and the Principal the same as allowed within the Kingston Teachers Association's collective bargaining agreement.

**Life Insurance:** \$10,000 Term Life Insurance Policy; the cost of the premium to be shared 50/50 by the Committee and the Principal.

**Sick Leave:** The Principal shall be entitled to sick leave in an amount equal to, but not in excess of, eighteen (18) days of sick leave for each year of this contract and any extensions hereunder; sick leave to be earned at the rate of one and one-half (1 1/2) days per month worked. The eighteen (18) days annual sick leave shall become available to the Principal on the first day of each work year. Unused sick leave shall be cumulative to two hundred fifty (250) days.

**Family Illness:** In addition to the absences for personal illness or injury, the Principal will be entitled to a maximum of five (5) days leave, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household requires personal care by the Principal.

**Workers Compensation:** The Principal shall be covered by the provisions of the Massachusetts Workers Compensation Law.

**Bereavement Leave:** Up to three (3) days each time there is a death of his spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandparent, or grandchild. Additional time beyond three (3) days may be granted. Additional time will be subtracted from accumulated sick leave.

**Personal Business:** Up to three (3) days for personal business which cannot be conducted on a non-school day during non-school hours, provided that reasonable advance notice containing a reasonable explanation of such absence is given in writing to the Superintendent. In an emergency the preceding requirement may be waived, provided that the

individual notify the Superintendent in writing immediately upon his return to school. Personal days shall not be used to extend vacations or holidays, nor shall they be taken at the beginning or end of the school year. Any exceptions to the foregoing must be requested in writing and be approved by the Superintendent.

**Professional Conference:** With prior approval of the Superintendent of Schools, three professional conference days may be granted annually.

**Mentoring:** The PRINCIPAL shall receive \$750 for mentoring a protégé. If an additional protégé is assigned in the same year, the PRINCIPAL shall receive an additional \$500.

**Course Reimbursement:** The Principal completing a graduate course aimed at improving his professional competency may submit at the satisfactory completion of that course evidence of tuition expenditures and will receive 100% reimbursement of the actual tuition cost. A grade of B or better must be obtained for reimbursement. All courses must be at graduate level, must be from an accredited institution, and must fulfill the criteria of improving the professional competency of the Principal with prior approval of the Superintendent. With the advanced written approval of the Superintendent, a professional improvement program, without graduate credit such as a management institute or workshop may be reimbursed.

**Vacations:** The Principal shall receive twenty-five (25) working days as annual vacation exclusive of legal holidays. The Principal may carryover five (5) days of vacation to the following work year or may borrow five (5) days of vacation from the next work year. If the Principal leaves prior to the end of a contract year, the number of days earned in that year will be prorated based on the last day of work by the Principal.

Due to the workload issues associated with the COVID-19 pandemic, the Superintendent agrees to allow twenty-three (23) days to be carried over from the 2021-2022 contract year. Said amount will be divided by three and must be used in an equal amount in the following three contract years. Therefore, the Principal must use eight (8) days per year in addition to the Principal's normal vacation allotment. The

usual five (5) day carryover amount shall not be modified in any of the three (3) applicable contract years. Any used vacation days that cannot be carried over shall be forfeited.

9. The Superintendent of Schools shall meet with the Principal at least once each year for the purpose of discussing with the Principal his job description and performance as well as the working relationship with various constituencies who fall within the responsibility of his position. The evaluation will be conducted in accordance with M.G.L., c. 69, §1B; c. 71, §38 and 603 CMR 35.00.

10. This contract embodies the whole agreement between the Committee and the Principal, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained therein. The contract may not be changed or otherwise amended, except in writing, signed by all parties hereto.

11. 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 hereto have hereunder signed and sealed this Agreement and a duplicate thereof this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand twenty-two.

Superintendent of Schools

Principal, Kingston Intermediate School