

PROVINCETOWN PUBLIC SCHOOLS  
SCHOOL PRINCIPAL  
CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made as of June 15, 2021, by and between the Provincetown Schools, acting through its Superintendent, and \_\_\_\_\_, hereinafter referred to as the "Principal".

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

**1. Employment**

Provincetown Schools hereby employs \_\_\_\_\_ as Principal in the Provincetown Schools. The Principal hereby accepts employment on the terms and conditions set out in this Agreement.

**2. Terms**

The terms of this Agreement shall be for the three-year period commencing July 1, 2021 and ending on June 30, 2024. No later than January 1, 2024 the Superintendent will notify the Principal whether or not the Superintendent desires to enter into negotiations over a new contract or to extend the existing contract beyond June 30, 2024. If no agreement is reached upon a new contract, this Agreement will terminate on June 30, 2024.

**3. Work Schedule**

The Principal will be a full time employee. The principal shall be entitled to twenty-five (25) paid vacation days annually. On each July 1<sup>st</sup>, the principal shall be credited with the annual allotment of vacation days and may use them with advance notice to the Superintendent. No more than ten (10) vacation days may be carried over from one year to the next.

**4. Duties**

The principal shall manage the Schools in a fashion consistent with: (1) the policy determinations of the School Committee; (2) applicable state and federal law; and (3) the requests of the Superintendent.

**5. Compensation**

For the 2021-22 contract year, the annual compensation for the Principal will be \$124,000.00 paid in equal installments during the course of the year. Compensation for 2022 – 2023 and 2023 – 2024 will be established prior to June 1<sup>st</sup> of each year.

**6. Termination**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Principal shall be entitled to terminate this Agreement upon written notice of 90 days delivered to the Superintendent.
- C. The Superintendent may terminate this Agreement during its term for just cause. Where just cause exists, the Principal will be informed of said cause in writing and will have the opportunity

to meet with the Superintendent prior to a decision being made. Among the other possible forms of just cause, if Provincetown Schools were to become part of a regional school system during the term of this contract such an event would constitute just cause for the termination of this contract.

#### **7. Principal's Goals and Performance Assessment**

The Superintendent and the Principal shall meet and shall establish goals and objectives for the year. Prior to May 1<sup>st</sup> of each year, the Superintendent will complete the evaluation of the Principal's performance based upon the goals and objectives previously established, and Principal's performance standards and criteria (attached).

#### **8. Certificate**

The Principal shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as a school principal in the Commonwealth.

#### **9. Annual Holidays and School Vacations**

The Principal will not be expected to work on 14 legal holidays and may choose to use vacation time during Christmas, February or April school vacations.

#### **10. Sick Leave and Personal Leave**

The Principal shall be entitled to fifteen (15) sick days annually during the term of this contract. Unused sick leave shall be cumulative to a maximum accumulation up to 200 days. Additionally, the Principal shall be entitled to up to two (2) personal days per year which may not accumulate from year to year.

#### **11. Sick Leave Buy Back**

Upon retirement under the Mass. Teachers Retirement System or upon death, and after having competed at least three (3) years of service, the Principal, or his estate, will receive 10% of his accumulated sick leave paid at the per diem rate in effect at the time of retirement or death. The cap for such accumulation will be 180 days.

#### **12. Professional Development and Conference**

The Principal shall be entitled to attend workshops, conferences and meetings for the purposes of professional development with prior approval of the Superintendent.

#### **13. Reimbursement of Expenses**

The Principal will be reimbursed for expenses reasonably incurred in the performance of duties under this Agreement with prior approval and upon the submittal of vouchers to the Superintendent.

#### **14. Fringe Benefits**

The Principal shall be entitled to medical, hospital and life insurance benefits currently available and under the same terms as they are available, to teachers and/or administrators employed by the Provincetown Schools.

**15. Indemnification and Legal Counsel**

The Provincetown School Committee will indemnify the Principal, and will provide legal counsel for the Principal, to the full extent allowed under G.L. Chapter 258, both during and after employment as Principal, for actions occurring within the scope of official duties as Principal. Exceptions to this would be if the Principal is being terminated or has been terminated for cause and/or if the Provincetown Schools and the Principal are adverse parties in a legal matter.

**16. Entire Agreement**

This Agreement embodies the whole agreement between the Provincetown Schools and the Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought. This contract supersedes any prior contract entered into with the Principal.

**17. Invalidity**

If any part of, or rider to, this Agreement is found to be invalid, it shall not affect the remainder of this Agreement, and the remainder shall be binding and effective against all parties.

**IN THE WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 15 day of June, 2021

**The Provincetown School Department  
By its Superintendent:**

**The Principal:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date