

**SCITUATE PUBLIC SCHOOLS**

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**CONTRACT OF EMPLOYMENT  
FOR PRINCIPAL OF THE**

**THIS AGREEMENT**, made and entered into on this 1st day of July, 2016, by and between the **SCITUATE SCHOOL DISTRICT** (hereinafter, the "District"), acting by and through its Superintendent of Schools, who acts hereunder in his official capacity only and without any personal liability to himself, and [redacted] (hereinafter, the "Principal" or "[redacted]" of "[redacted]" **Elementary School**, Plymouth County, Massachusetts.

**WITNESSETH:**

**WHEREAS**, the Scituate School District is authorized by Massachusetts General Laws Chapter 71, §41 to enter into an employment contract with its School Principal concerning the terms and conditions of employment; and,

**WHEREAS**, the District desires to employ the services of [redacted] as the Principal of the [redacted] and

**WHEREAS**, it is the desire of the District to describe and define the job duties and job responsibilities of the Principal, fix her salary, and provide for benefits and working conditions and,

**WHEREAS**, [redacted] represents that she is qualified and capable of performing the duties and responsibilities of said position;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the District and [redacted] agree as follows:

**Section 1 – Employment**

The District hereby agrees to employ [redacted] as Principal of the [redacted] School and the Principal hereby accepts employment for the period commencing July 1, 2016 and terminating on June 30, 2019, subject to the terms and conditions hereinafter provided.

## **Section 2 – Term**

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall commence on July 1, 2016 and end on June 30, 2019, unless sooner terminated in accordance with the provisions hereof.

## **Section 3 - Duties and Responsibilities**

The Principal shall be the educational administrator 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, or his/her designee. The Principal, subject to the supervision and direction of the Superintendent, shall diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of the Principal under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Scituate School Committee, the directives of the Superintendent of Schools, and the provisions of this Contract. The Principal shall serve and perform such duties at such times and places and in such manner as the Superintendent may from time to time direct.

## **Section 4 – Work Year and Hours of Work**

### **A. Work Year**

The Principal shall work 215 days, which shall consist of the student school year (180 days) plus thirty-five (35) additional days which shall be scheduled in consultation with the Superintendent and normally between August 15 and July 15.

### **B. Hours of Work**

The Principal shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Principal may have to expend additional time beyond the normal work day and she agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Principal shall attend evening, emergency or such other meetings or conferences as requested by the School Committee and/or the Superintendent, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

### **Section 5 – Certification/Licensure**

The Principal shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate/license qualifying her to act as a Principal in the Commonwealth, as required by M.G.L. Chapter 71, Section 38G, and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary Education. The Principal agrees to advise the Superintendent immediately in the event that her license is revoked, suspended, or otherwise affected in any way.

### **Section 6 – Medical Examination**

The Principal may be required to submit to a medical examination once each year during the life of this Contract, the cost of which shall be borne by the District, and shall file or cause to be filed with the Superintendent an appropriate physician's certification of her ability to fulfill the duties of the position of Principal for the Hatherly School. This provision may be waived by the Superintendent in his/her sole and absolute discretion.

### **Section 7 – Compensation**

Effective July 1, 2016, the Principal shall be paid a total annual salary of One Hundred Twenty Five Thousand Eight Hundred Seventy Nine Dollars (\$125,879.00), payable bi-weekly, in equal installments consistent with the normal payroll practices applicable to all employees of the Scituate Public Schools.

The Superintendent will meet annually with the Principal, not later than June 30 of each year of this Contract, for purposes of reviewing the Principal's performance and salary. Any adjustment to the Principal's salary shall be at the sole discretion of the District. The District makes no representation that any increase in salary shall be granted during the term of this Contract. However, in no event, will the Principal's annual salary be reduced during the term of this Contract.

### **Section 8 – Fringe Benefits**

The Principal shall be entitled to the following benefits for the term of this Contract:

#### **A. Sick Leave**

1. The Principal shall be entitled to earn paid sick days at the rate of one and one-half (1.5) days for each month of service. Sick days may be used for the Principal's own personal illness or injury. Sick days not used in the year in which it is earned shall be accumulated for use in subsequent years to a maximum of two hundred sixteen (216) days. Once the maximum leave of two hundred sixteen (216) days has been accumulated, further sick leave will be deducted from the present year's sick leave allowance without affecting the accrued two hundred sixteen (216) days unless sick leave in that particular year exceeds eighteen (18) days. Any leave accrued in the Scituate School District up to the effective date of this

Agreement will be carried forward as part of the maximum accumulation allowed pursuant to this section.

2. The Principal shall provide the Superintendent or his/her designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Superintendent may require.
3. The Superintendent may require, at any time during the duration of this Agreement, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written diagnosis, prognosis and/or statement of ability to return to duty by an appropriately licensed physician or other professional of the Superintendent's choice.
4. After utilization of all accrued sick leave for illness, the Principal may request, and the Superintendent may grant, an extension of leave, paid or unpaid, upon such terms as the Superintendent deems appropriate.
5. The Principal shall be entitled to leave under the provisions of M.G.L. c. 149, Section 105D and/or the federal Family and Medical Leave Act, to the extent otherwise eligible. When such leave is taken for reasons related to the birth, adoption, or placement of a child, the Principal may request and shall be granted a child rearing leave of absence, without pay, for the remainder of the school year, up to and including June 30, following the birth, adoption or placement.

**B. Vacation:**

The Principal's work year shall not include annual paid vacation.

**C. Personal Days:**

Up to four (4) days of personal leave without loss of pay may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Written request to use such days must be submitted to the Superintendent at least twenty-four hours in advance. Unused personal time may not be accumulated and shall be forfeited at the conclusion of this Contract term.

**D. Bereavement Leave:**

In the event of death in her immediate family, the Principal shall be allowed up to five (5) calendar days of bereavement leave without loss of pay commencing with the day of death. For purposes of this provision, "immediate family" shall include: parents, spouse, children, grandchildren and any relative living in her household. Up to three (3) days of leave without loss of pay shall be allowed to attend the funeral or memorial services of other members of her family. For such leave without loss of pay, advance notice must be given the Superintendent.

**E. Jury Duty:**

In the event the Principal is called to serve as a juror during the term of this Contract, she shall continue to receive her regular compensation, however, the Principal shall reimburse the District for any compensation received from the Court in excess of reimbursement for expenses.

**F. Travel Expenses:**

The Principal shall be reimbursed for the use of her work vehicle for school business requiring travel outside of the District at the rate allowed for town employees.

**G. Insurance:**

The Principal is entitled to all insurance benefits (medical, hospital, and life), at the same premium contribution rates, as are currently provided by the Town of Scituate to its employees. The District, on behalf of the Town, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract. The Principal agrees to accept any such changes which are made by the Town of Scituate.

**H. Contributory Retirement Plan:**

The Principal shall be a member of the Teachers' Contributory Retirement System as required by M.G.L. c. 32, §2.

**J. Professional Development:**

- a. Subject to the Superintendent's prior approval, the District will pay up to a total of One Thousand Dollars (\$1,000.00) per fiscal year for the duration of this Contract for professional memberships and conference expenses incurred by the Principal, limited to tuition and registration. The Principal may also be reimbursed for expenses related to workshops, seminars, and other programs related to her professional improvement, subject always to the Superintendent's prior approval. Travel and lodging expenses for out-of-state conferences will not be reimbursed by the District.
- b. On or before September 15<sup>th</sup> of each year of this Contract, the Principal shall submit to the Superintendent a draft proposal of a professional development program for the forthcoming year. Said proposal will be reviewed with the superintendent and will result in a final professional development program to be approved yearly by the Superintendent. Any revision of the finalized proposal during the school year can be made only with the approval of the Superintendent. The District agrees to pay up to a total of One Thousand Five Hundred Dollars (\$1,500.00) during each year of this Contract for tuition and directly related fees for graduate courses and/or pre-approved professional activities that have been approved in

advance by the Superintendent as part of the aforementioned professional development program.

- c. If the Superintendent requires the Principal to take a course or attend a conference, workshop or seminar, the District will pay one hundred percent (100%) of the tuition or registration fees for said conference, workshop or seminar.

**J. Other Activities:**

The Principal may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, accepting compensation as she sees fit, as well as attend professional meetings, provided they do not derogate from her duties as Principal.

**Section 9 – Performance and Relationship with the Superintendent and Committee**

- A. The Principal shall fulfill all aspects of this Contract. Any exceptions thereto must be by mutual agreement between the District, acting by and through its Superintendent, and the Principal in writing and subject to the School Committee's prior approval of applicable policies regarding the same. The Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into educational policy. The Principal is fully responsible for implementing the policies so established subject to the direction of the Superintendent.
- B. The Principal must inform the Superintendent of her intended use of vacation or sick time, professional duties requiring out of town travel and/or any other circumstances that would result in the Principal's absence. In the event of an absence of more than five (5) calendar days, the Superintendent may appoint an Acting Principal. The duration of any acting appointment shall be subject to applicable law and the policies of the School Committee.

**Section 10 – Performance Evaluation**

- A. Goals and Objectives: Each school year, the Superintendent and the Principal shall meet prior to October 15<sup>th</sup> to discuss and establish goals and objectives for the school year.
- B. Evaluation: The Superintendent will evaluate the performance of the Principal at least once a year on or before August 15<sup>th</sup>. All evaluations will be based upon the following criteria: (1) this Contract; (2) the job description; (3) the specific goals and objectives, provided they have been reduced to writing and given to the Principal by November 1<sup>st</sup> of the school year to which they apply; (4) performance standards for administrators as established by the Massachusetts Department of Elementary and Secondary Education; (5) the policies of the Committee; and, (6) any directives issued by the Superintendent in writing and

given to the Principal. Such evaluation shall be placed in the Principal's personnel file.

- B. No material derogatory to the Principal's conduct, character, service or personality will be placed in her personnel file unless the Principal has had an opportunity to review such material. The Principal will also have the right to submit a written response to such material and her responses shall be reviewed by the Superintendent and attached to the file copy. The Principal shall be permitted to inspect the contents of her personnel file as that term is defined in M.G.L. c. 149, Section 52C and to receive one copy of every document contained in said file.
- C. Nothing contained herein shall limit the Principal and/or Superintendent from discussing and/or reviewing her performance at any time during the term of this Contract.
- D. Failure by the Superintendent for any reason to evaluate the Principal shall not be considered a material breach hereof.

#### **Section 11 – Termination of Contract by Principal**

In the event that the Principal desires to terminate this contract before the term of service shall have expired, she may do so by giving at least sixty (60) days notice of her intention to the Superintendent. In such event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. In the event that such notice is given by the Principal, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The Principal acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

#### **Section 12 – Discipline and Termination of Contract by Committee**

This Agreement and the continued employment of the Principal is subject to the provisions of M.G.L. c. 71, §§41, 42, and 42D, relative to suspension and dismissal. In the event of termination of the Principal under this provision, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

In addition, this Contract may be terminated at any time with the concurrence of the Committee provided that the balance of all financial obligations and benefits due until the expiration of the Contract term is paid in full.

### **Section 13 – Notice of Non-Renewal of Employment**

Failure of the Superintendent of Schools to notify the Principal of the non-renewal of this Contract at least sixty (60) days prior to its expiration shall automatically renew the Contract for an additional one year period. If a timely notice of non-renewal is given to the Principal, this Contract will automatically terminate on June 30, 2016 and the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

It is expressly understood and agreed that the non-reappointment of the Principal upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of this Contract and that the requirements thereof shall not be applicable in such circumstances.

### **Section 14 – Warranty Of Credentials**

The Principal warrants the validity of the credentials and experience represented to the District in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Agreement and the Principal's employment.

### **Section 15 - State Ethics Laws**

The Principal is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of her job duties and responsibilities.

### **Section 16 – CORI Check**

Prior to the commencement of the contract term, the Principal shall authorize and the Superintendent shall perform a so-called CORI check with the Massachusetts Criminal History Systems Board. To the extent that the Superintendent becomes aware of any information revealed by the CORI check, which in his/her sole discretion, renders the Principal unqualified or otherwise unfit for the position of Principal, then this Agreement shall become null and void with no further obligations or recourse to the Parties.

### **Section 17 – Indemnification**

The District agrees to provide indemnification and legal defense of the Principal in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the Principal shall cooperate with the District, its attorneys and agents in all matters relating to said claim.



**Section 18 – Salary Deductions**

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Principal and agreed upon by the parties or required by law.

**Section 19 – Entire Agreement**

This Contract embodies the whole agreement between the District 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.

**Section 20 – Invalidity**

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

**Section 21 – Law Governing**

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**Section 22 - Counterparts**

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 11th day of July in the year 2016.

**SCITUATE SCHOOL DISTRICT**

By: John E. McCarthy  
John E. McCarthy  
Superintendent of Schools  
Duly Authorized

[Signature]  
Principal

Date: 7/13/16

Date: 7/14/16