

COPY

CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS

ASSISTANT PRINCIPAL, WILLIAM H. GALVIN MIDDLE SCHOOL

CONTRACT OF EMPLOYMENT

This **AGREEMENT** is made September 1, 2015 by and between the Canton Public Schools, acting through its Superintendent ("Superintendent") and James Spillane hereinafter referred to as the "Assistant Principal". In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Superintendent hereby employs James Spillane as Assistant Principal of the William H. Galvin Middle School and the Assistant Principal hereby accepts employment on the following terms and conditions:
2. **TERM:** The Assistant Principal shall be employed for the period of three years commencing September 1, 2015 and ending August 31, 2018. The Superintendent and the Assistant Principal of the William H. Galvin Middle School, provided each has notified the other in writing of their desire to commence negotiations for a successor agreement, will endeavor to reach agreement on a successor contract on or before September 1, 2018.
3. **COMPENSATION:** Beginning September 1, 2015, the Assistant Principal shall be paid an annual salary of \$95,000 in bi-weekly installments through August 31, 2016. The Superintendent and the Assistant Principal shall meet at least sixty (60) days prior to September 1, 2016 for the purpose of reviewing the Assistant Principal's salary and expenses to take effect on September 1, 2016. It is anticipated that said review should result in a fair and reasonable salary increase, commensurate with the Assistant Principal's performance evaluation.
4. **DUTIES:** The Assistant Principal shall faithfully carry out the duties of his position in accordance with the provisions of the existing job description. The Assistant Principal recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Canton Public Schools.
5. **WORK YEAR:** The Assistant Principal's work year will consist of 210 days, including the 183 days that teachers are required to be in school, and including the ten days immediately following the close of school in the Spring, and including the ten days immediately preceding the opening of school in the Fall unless otherwise approved by the Superintendent of

Schools. The remaining days shall be used at a time to be agreed upon by the Superintendent and the Assistant Principal. Per diem rate shall be 1/210.

6. **RESIGNATION AND DISMISSAL:**

- A. In the event that the Assistant Principal desires to terminate this contract before the term of service shall have expired, the Assistant Principal may do so by giving at least 90 days written notice of such intention to the Superintendent, with a time for such termination to be jointly established between the Assistant Principal and the Superintendent.
- B. The Superintendent may terminate this contract at any time during its term due to reduction in force or reorganization resulting from declining enrollment or other budgetary reasons.
- C. Notwithstanding any provision to the contrary, the Superintendent may dismiss or demote the Assistant Principal for good cause. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event this contract is terminated for good cause, the Assistant Principal shall be so notified in writing. Upon request of the Assistant Principal, he/she may meet with the Superintendent to review the decision.
- D. In the event this contract is terminated, any and all financial and other obligations by either party shall cease.

7. **CERTIFICATE:** The Assistant Principal shall furnish and maintain throughout the term of the contract a valid and appropriate certificate qualifying her to act as an Assistant Middle School Principal in the Commonwealth of Massachusetts.

8. **RETIREMENT:** The Assistant Principal shall be a member of the Massachusetts Teacher's Retirement System.

9. **EVALUATION/PERFORMANCE:** The Assistant Principal shall fulfill all aspects of this contract. He shall be evaluated annually in writing by the Principal. The Principal shall evaluate and assess in writing the Assistant Principal performance using an evaluation process consistent with the general laws. Assessments will be based upon direct observation of the Assistant Principal's work, feedback received from parents, faculty, and other staff members, as well as review of written material from the Assistant Principal's office and the school. Additionally,

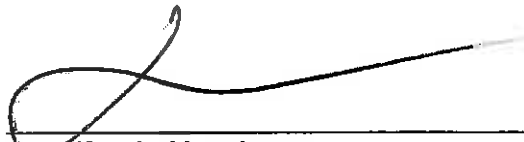
the Assistant Principal will receive informal feedback from the superintendent throughout the year as part of his ongoing supervision and support.

10. **HEALTH AND LIFE INSURANCE:** The Assistant Principal shall be entitled to all insurance (medical, hospital, dental, and life) benefits currently available to town employees generally.
11. **SICK LEAVE POLICY:** Commencing September 1, 2015 and on each September 1 anniversary date thereafter the Assistant Principal may earn sick leave at the rate of eighteen (18) days per year.
12. **BEREAVEMENT LEAVE:** The Assistant Principal shall be entitled to all bereavement leave benefits currently available to teachers in the Canton Public Schools.
13. **PERSONAL DAYS:** The Assistant Principal shall be entitled to four (4) personal days a year, without loss of pay subject to the advance approval of the Superintendent. No reason need be given for the personal days. Any personal days not used will be added to the Assistant Principal's accumulated sick leave.
14. **VACATION DURING THE SCHOOL YEAR:** With the advance approval of the Superintendent, the Assistant Principal may use three of his unpaid vacation days during the 183 days that teachers are required to be in school.
15. **PROFESSIONAL DAYS:** With the advance approval of the Superintendent, the Assistant Principal may attend educational meetings, workshops and conferences held outside the school system without loss of pay. Again, with the advance approval of the Superintendent, the Assistant Principal may be reimbursed up to \$750 (seven hundred and fifty dollars) a year for attendance at such meetings, workshops and conferences.
16. **PAYMENT OF MEMBERSHIP DUES:** The Assistant Principal shall be reimbursed up to \$530 (five hundred thirty) dollars a year for dues paid to professional organizations.
17. **MILEAGE:** The Assistant Principal shall be reimbursed for pre-approved travel at the IRS rate.
18. **ENTIRE AGREEMENT:** The contract embodies the whole agreement between the Superintendent and the Assistant Principal, and there are no inducements, promises, terms, conditions, or obligations made or entered

into by either party other than those contained herein. No modification or addition to the Agreement shall have any effect unless set forth in writing and specifically referred to as a modification or addition to the Agreement and signed by both parties hereto.

19. **SEVERABILITY:** If any paragraph or part of the Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.
20. The monetary provisions of the Agreement are subject to approval at the Annual Town Meeting.

In witness whereof the parties sign and seal the Agreement and a duplicate thereof this 7 day of June, 2015.



Jennifer A. Henderson
Interim Superintendent of Schools



James Spillane
Assistant Principal
William H. Galvin Middle School