

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

**CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS**

**Assistant Principal  
Canton High School  
EMPLOYMENT CONTRACT  
August 26, 2019 – June 30, 2022**

**THIS AGREEMENT** is made by and between the **Canton Public Schools** (hereinafter referred to as the “**CPS**”) and **Joshua A. Fogel**.

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

**1.0 EMPLOYMENT**

CPS hereby employs **Joshua A. Fogel** as **ASSISTANT PRINCIPAL** for the public schools of the Town of Canton, Massachusetts, and **Joshua A. Fogel** (hereinafter referred to as the “**ASSISTANT PRINCIPAL**”) hereby accepts such employment with the terms and conditions set forth below.

**2.0 TERM OF AGREEMENT**

The **ASSISTANT PRINCIPAL** shall be employed under the terms of the contract contemplated herein for the three (3) year period commencing on July 1, 2019 (prorated in year 1, beginning August 26, 2019) and continuing until June 30, 2022. The Superintendent and the **ASSISTANT PRINCIPAL** shall meet at least ninety (90) days prior to July 1 of each subsequent year of the contract for the purpose of reviewing and establishing the **ASSISTANT PRINCIPAL’S** salary to take effect as of July 1 of the next contract year.

**3.0 COMPENSATION**

**3.1 Base Compensation** - The **ASSISTANT PRINCIPAL** shall be paid an annual salary at the rate of one hundred, twelve thousand (\$112,000) dollars for the period of August 26, 2019 – June 30, 2020. The Superintendent and the **ASSISTANT PRINCIPAL** shall meet at least ninety (90) days prior to July 1 of each subsequent year of the contract for the purpose of reviewing and establishing the **ASSISTANT PRINCIPAL’S** salary to take effect as of September 1 of the next contract year.

**4.0 DUTIES and RESPONSIBILITIES**

4.1 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 **CPS**.

4.2 Intentionally left blank.

1 **5.0 WORK YEAR**

2  
3 The position of **ASSISTANT PRINCIPAL** requires 215 days of work, which shall include all days  
4 that school is in session unless otherwise approved by the Superintendent and including five  
5 days immediately following the close of school in the Spring and the five days immediately  
6 preceding the opening of school in the fall, unless otherwise approved by the Superintendent.  
7 Per diem rate shall be 1/215. If the **ASSISTANT PRINCIPAL** works any additional days, as  
8 requested by the Principal of Canton High School or the Superintendent of Schools, the  
9 **ASSISTANT PRINCIPAL** will be paid at a per diem rate of 1/215.

10  
11 **6.0 LICENSES**

12  
13 The **ASSISTANT PRINCIPAL** shall furnish and maintain throughout the term of the contract a  
14 valid and appropriate license qualifying his to act as an Assistant Principal/Principal at the  
15 secondary level as required by Massachusetts General Laws Chapter 71, Section 38G.

16  
17 **7.0 TERMINATION:**

18  
19 7.1 In the event that the **ASSISTANT PRINCIPAL** desires to terminate his contract  
20 before the term of service shall have expired, she may do so by giving at least ninety (90)  
21 days written notice of such intention to the Superintendent, with a time for such  
22 termination to be jointly established between the **ASSISTANT PRINCIPAL** and the  
23 Superintendent and confirmed in writing.

24  
25 7.2 The Superintendent may terminate his contract at any time during its term due to  
26 reduction in force or reorganization resulting from declining enrollment or other budgetary  
27 reasons.

28  
29 7.3 Notwithstanding any provision to the contrary, the Superintendent may dismiss the  
30 **ASSISTANT PRINCIPAL**, and thus terminate his contract, for good cause. As used  
31 herein, "good cause" shall mean any grounds put forth by the Superintendent which are  
32 not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation  
33 of the school system. Prior to any dismissal for good cause, the Superintendent will  
34 notify the **ASSISTANT PRINCIPAL** of the intended dismissal with an explanation of the  
35 grounds therefore and, if the **ASSISTANT PRINCIPAL** so requests, will provide him with  
36 an opportunity for a meeting to review the decision and to present information pertaining  
37 to its basis and to the employee's status.

38  
39 7.4 In the event his contract is terminated, any and all financial and other obligations by  
40 either party under the contract shall cease.

41  
42 **8.0 REIMBURSEMENT FOR EXPENSES/EQUIPMENT**

43  
44 **8.1 Expenses** - Superintendent agrees to reimburse the **ASSISTANT PRINCIPAL** for  
45 reasonable expenses incurred and paid by him in the execution of his job as **ASSISTANT**  
46 **PRINCIPAL**, all of which must be approved by the Superintendent or his designee prior to  
47 expenditure.

1  
2 **8.2 Professional Memberships** – The Superintendent agrees to pay the **ASSISTANT**  
3 **PRINCIPAL** membership dues for membership in professional organization up to \$250,  
4 subject to the organization (s) supporting the **ASSISTANT PRINCIPAL** job duties.  
5

6 **8.3 Cell Phone** - The Superintendent shall provide the **ASSISTANT PRINCIPAL** and pay  
7 the monthly expenses of a cell phone/PDA for the purpose of conducting school business  
8 and the occasional, incidental personal business. At the conclusion of his term as  
9 **ASSISTANT PRINCIPAL**, his equipment shall remain the property of the CPS. The  
10 **ASSISTANT PRINCIPAL**, at his discretion, may choose to be reimbursed the flat sum of  
11 forty (\$40) dollars per month towards the cost of his monthly cell phone bills. If so, the  
12 **ASSISTANT PRINCIPAL** will not receive a District cell phone.  
13

14 **8.4** Intentionally left blank.  
15

16 **8.5 Travel Allowance** – The **ASSISTANT PRINCIPAL** will be reimbursed for travel within  
17 the Commonwealth of Massachusetts at the IRS mileage reimbursement rate. Said sum  
18 shall be a reimbursement to the **ASSISTANT PRINCIPAL** for travel expenses incurred  
19 and paid by his such as actual mileage, tolls and public transportation costs.  
20 Reimbursement shall occur within a reasonable period of time and shall not exceed  
21 eighty (\$80) dollars per month.  
22

23 **8.6 TUITION REIMBURSEMENT** – The **ASSISTANT PRINCIPAL** shall be reimbursed up  
24 to five hundred (\$500) dollars annually for tuition for graduate courses she has completed  
25 at an accredited college or university, so long as such courses are relevant to enhancing  
26 the knowledge and skills necessary to his role as **ASSISTANT PRINCIPAL**.  
27

28 **8.7** Intentionally left blank.  
29

## 30 **9.0 STATE RETIREMENT SYSTEM**

31  
32 The **ASSISTANT PRINCIPAL** shall be a member of the Massachusetts Teachers' Retirement  
33 System (MTRS) as required by the General Laws of the Massachusetts, General Laws, Chapter  
34 32, Section 2.  
35

## 36 **10.0 INSURANCE BENEFITS**

37  
38 The **ASSISTANT PRINCIPAL** shall be entitled to all insurance (medical, hospital, life, and  
39 workman's compensation) benefits and all other fringe benefits currently available to teachers  
40 and other administrators, such benefits not to be reduced unless expressly provided for in his  
41 Contract or agreed upon in the future.  
42

## 43 **11.0 (Intentionally left blank)**

## 44 **12.0 LEAVES**

45  
46  
47 **12.1 Sick Leave** – The **ASSISTANT PRINCIPAL** shall be entitled to fifteen (15) days of  
48 sick leave during each year of his Contract. In addition to personal injury or illness, the

1 **ASSISTANT PRINCIPAL** may use a maximum of ten (10) days of his accrued paid sick  
2 leave each year for illness in his immediate family (spouse, child, parent, or relative living  
3 within his household). The **ASSISTANT PRINCIPAL** may accrue sick days and use the  
4 sick days throughout the term of the contract.  
5

6 **12.2 Bereavement Leave** – In case of death during the school year of any member of the  
7 **ASSISTANT PRINCIPAL'S** family (grandparent, grandchild, brother, sister, mother-in-  
8 law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or reduction in  
9 accumulated sick leave shall be made for absence not exceeding three (3) school days.  
10 In case of death during the school year of the **ASSISTANT PRINCIPAL'S**, parent, child,  
11 or person living in the **ASSISTANT PRINCIPAL'S** household, no reduction of salary or  
12 reduction in accumulated sick leave shall be made for absence not exceeding five (5)  
13 school days. In case of death during the school year of the **ASSISTANT PRINCIPAL'S**  
14 nephew, niece, or other relative not mentioned elsewhere in this Section, one (1) day's  
15 leave without loss of pay or accumulated sick leave shall be granted on the day of the  
16 funeral.  
17

18 **12.3 Personal Leave**- The **ASSISTANT PRINCIPAL** shall be entitled to three (3)  
19 personal days during each year of his contract. These days shall not be deducted from  
20 accumulated sick leave or vacation leave. Application for a personal business day must  
21 be made in writing to the Superintendent or his designee and approval granted at least  
22 three (3) days prior to taking the personal pay.  
23

## 24 **13.0 EVALUATION**

25  
26 **13.1** The **ASSISTANT PRINCIPAL** shall fulfill all aspects of this contract. She shall be  
27 evaluated annually in writing by the Principal of the building to which she is assigned.  
28 Evaluation will be based on progress made in relationship to goals that are established  
29 each fall by the **ASSISTANT PRINCIPAL** in conjunction with the Principal. Performance  
30 evaluation will also be determined in relationship to indicators of effective instructional,  
31 organizational and administrative leadership (These will be outlined in more detail as we  
32 develop a common understanding of these parameters). The key qualities/evidence that  
33 the Principal and Instruction will expect to find through the evaluation process are/is:  
34

- 35 • An unwavering commitment to highly effective teaching through skillful  
36 supervision and evaluation
- 37 • Accurate assessment of student achievement, programs, and needs in order to  
38 ensure that the system's resources and priorities are focused on enhancing  
39 student learning.
- 40 • A vibrant and supportive school culture that values collegiality, diverse people  
41 and perspectives, and constant improvement
- 42 • The promotion of collaborative relationships with parents and staff  
43

44 **13.2** Assessments will be based upon direct observation of the **ASSISTANT PRINCIPAL**  
45 work, feedback received from parents, faculty, and other staff members, as well as  
46 review of written material from the Principal office and the schools. Additionally, the  
47 **ASSISTANT PRINCIPAL** will receive informal feedback from the Principal throughout the  
48 year as part of his ongoing supervision and support.

1 **14.0 ENTIRE AGREEMENT**

2  
3 This Contract embodies the whole agreement between the Superintendent and the **ASSISTANT**  
4 **PRINCIPAL** and supersedes all prior agreements between the parties. There are no other  
5 inducements, promises, terms, conditions or obligations made or entered into by either party  
6 other than those contained herein. This Contract may not be changed except by a writing  
7 signed by the party against whom enforcement thereof is sought.

8  
9 **15.0 WAIVER**

10  
11 The parties agree that any waiver of any term or provision of this Agreement, by either party,  
12 shall not be binding upon the parties unless said waiver is in writing and signed by both parties.

13  
14 **16.0 INVALIDITY**

15  
16 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said  
17 Agreement, but said remainder shall be binding and effective against all parties.

18  
19 **17.0 CONSTRUCTION OF AGREEMENT**

20  
21 This Agreement shall be executed in triplicate, each of which shall constitute an original and  
22 shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they  
23 are in effect on the date of execution.


24  
25 **18.0 APPROPRIATION**


26  
27 The monetary provisions of this Contract are subject to approval and appropriation by the Canton  
28 Annual Town Meeting. If approval or funding is withheld by the Canton Annual Town Meeting, this  
29 contract will be immediately terminated, without further obligations by the Town of Canton or the  
30 Canton Public Schools.

31  
32 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in  
33 triplicate this      day of      , 2019.

34  
35  
36 **FOR THE CPS by:**

**Agreed and Accepted:**

37  
38   
39 \_\_\_\_\_  
40 Jennifer Fischer-Mueller, Ed.D  
41 Superintendent of Schools  
42

  
\_\_\_\_\_  
Joshua A. Fogel  
Assistant Principal