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**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

PRINCIPAL, Lt. Peter M. Hansen Elementary School
EMPLOYMENT CONTRACT
07-01-2019 – 06-30-2022

THIS AGREEMENT is made by and between the **Canton Public Schools** (hereinafter referred to as "**CPS**") and **David Brauning**er.

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

1.0 EMPLOYMENT

CPS hereby employs **David Brauning**er as **Principal, Lt. Peter M. Hansen Elementary School**, for the public schools of the Town of Canton, Massachusetts, and **David Brauning**er (hereinafter referred to as the "**Principal**") hereby accepts such employment with the terms and conditions set forth below.

2.0 TERM OF AGREEMENT

The **Principal** shall be employed under the terms of the contract contemplated herein for the three (3) year period commencing on July 1, 2019 and continuing until June 30, 2022.

3.0 COMPENSATION

The **Principal** shall be paid an annual salary at the rate of one hundred thirteen thousand, five hundred thirty seven (\$113,537) dollars for the period of July 1, 2019 - June 30, 2020. The Superintendent and the **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 **Principal's** salary to take effect as of July 1 of the next contract year.

4.0 DUTIES and RESPONSIBILITIES

4.1 The **Principal** shall faithfully carry out the duties of his position in accordance with the provisions of the existing job description. The **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 The **Principal** may accept speaking, writing, lecturing or other engagements of a professional nature of a short-term duration, so long as they do not derogate from his duties as **Principal**. The **Principal** is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the Massachusetts State Ethics Statute. The **Principal's** absence from the district on a regular work day for the purpose of pursuing his

1 personal professional interests, rather than the interests of the district, requires the approval of
2 the Superintendent of Schools.

3 4 **5.0 WORK YEAR**

5
6 The **Principal's** work year will consist of 215 days, which, unless otherwise approved by the
7 Superintendent, will include the 183 days that teachers are required to be in school, the ten
8 days immediately following the close of school in the spring, and the ten days immediately
9 preceding the opening of school in the fall unless otherwise approved by the Superintendent.
10 The **Principal**, in consultation with the Superintendent will schedule the remaining days when
11 school is not in session.

12 13 **6.0 LICENSES**

14
15 The **Principal** shall furnish and maintain throughout the term of his Contract a valid and
16 appropriate license for the position of school principal in the Commonwealth as required by
17 Massachusetts General Laws Chapter 71, Section 38G.

18 19 **7.0 TERMINATION:**

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

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

29
30 **7.3** Notwithstanding any provision to the contrary, the Superintendent may dismiss the
31 **Principal**, and thus terminate his contract, for good cause. As used herein, "good cause" shall
32 mean any grounds put forth by the Superintendent which are not arbitrary, irrational,
33 unreasonable, in bad faith or not relevant to the sound operation of the school system. Prior to
34 any dismissal for good cause, the Superintendent will notify the **Principal** of the intended
35 dismissal with an explanation of the grounds therefore and, if the **Principal** so requests, will
36 provide his with an opportunity for a meeting to review the decision and to present information
37 pertaining 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** - Upon the approval of the Superintendent, the Superintendent agrees to
45 reimburse the **Principal** for reasonable expenses incurred and paid by him in the execution of his
46 job as **Principal**.

1
2 **8.2 Professional Memberships** – The **Principal** shall be reimbursed up to seven hundred,
3 fifty (\$750) dollars a year for dues paid to professional organizations.
4

5 **8.3 Cell Phone** - The Superintendent shall provide the **Principal** and pay the monthly
6 expenses of a cell phone/PDA for the purpose of conducting school business and the occasional,
7 incidental personal business. At the conclusion of his term as **Principal**, his equipment shall
8 remain the property of the **CPS**. The **Principal**, at his discretion, may choose to be reimbursed
9 the flat sum of \$50 per month towards the cost of his monthly cell phone bills. If so, the **Principal**
10 will not receive a District cell phone.
11

12 **8.4 Office Technology** - The **Principal's** office will be equipped with up-to-date computer
13 hardware and software to enable him to fulfill his responsibilities as **Principal**. His equipment shall
14 include a laptop, which the **Principal** is free to use outside of his office, including at his home. At
15 the conclusion of his term as **Principal**, his office equipment, including the laptop, shall remain the
16 property of the **CPS**.
17

18 **8.5 Mileage Reimbursement** – The **Principal** shall be reimbursed for pre-approved travel
19 at the IRS rate.
20

21 **8.6 TUITION REIMBURSEMENT** – The **Principal** shall be reimbursed up to two
22 thousand five hundred (\$2,500) dollars annually for tuition for graduate courses he/she has
23 completed at an accredited college or university, so long as such courses are relevant to
24 enhancing the knowledge and skills necessary to his role as **Principal**.
25

26 **8.7 Out-of-State Conference Expenses** – All requests for out of state conferences shall
27 be subject to advance approval of the Superintendent.
28

29 **8.8 Professional Days** - With the advance approval of the Superintendent, the **Principal**
30 may attend educational meetings, workshops and conferences held outside the school system
31 without loss of pay. Again, with the advance approval of the Superintendent, the **Principal** may
32 be reimbursed up to \$1,000 a year for attendance at such meetings, workshops and
33 conferences.
34

35 **9.0 STATE RETIREMENT SYSTEM**

36
37 The **Principal** shall be a member of the Massachusetts Teachers' Retirement System (MTRS)
38 as required by the General Laws of the Massachusetts, General Laws, Chapter 32, Section 2.
39

40 **10.0 INSURANCE BENEFITS**

41
42 The **Principal** shall be entitled to all insurance (medical, hospital, life, and workman's
43 compensation) benefits and all other fringe benefits currently available to teachers and other
44 administrators, such benefits not to be reduced unless expressly provided for in his Contract or
45 agreed upon in the future.
46
47

1 **11.0 (Intentionally left blank)**

2
3 **12.0 LEAVES**

4
5 **12.1 Sick Leave** – The **Principal** shall be entitled to seventeen (17) days of sick leave
6 during each year of his Contract. All unused sick leave will be added to the **Principal's** contract
7 in all previous capacities for the **CPS**. Sick leave may be accumulated on a year to year basis
8 to a maximum of 180 days. In addition to personal injury or illness, the **Principal** may use a
9 maximum of five (5) days of his accrued paid sick leave each year for illness in his immediate
10 family (spouse, child, parent, or relative living within his household).

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

21
22 **12.3 Personal Leave**- The **Principal** shall be entitled to three (3) personal days during
23 each year of his contract, to be used at his discretion, with prior approval of the Superintendent.
24

25 **13.0 EVALUATION**

26
27 **13.1** The **Principal** shall fulfill all aspects of this contract. She shall be evaluated
28 annually in writing by the Superintendent of Schools. Evaluation will be based on progress
29 made in relationship to goals that are established each fall by the **Principal** in conjunction with
30 the Superintendent of Schools in alignment to Massachusetts regulations for educator
31 evaluations.

32
33 **13.2** Assessments will be based upon direct observation of the **Principal's** work,
34 feedback received from parents, students, faculty, and other staff members, as well as review of
35 written material from the Superintendent of Schools' office and the schools. Additionally,
36 **Principal** will receive informal feedback from the Superintendent of Schools throughout the year
37 as part of his ongoing supervision and support.

38
39 **14.0 ENTIRE AGREEMENT**

40
41 This Contract embodies the whole agreement between the Superintendent and the **Principal**
42 and supersedes all prior agreements between the parties. There are no other inducements,
43 promises, terms, conditions or obligations made or entered into by either party other than those
44 contained herein. This Contract may not be changed except in writing signed by the party
45 against whom enforcement thereof is sought.
46
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1 **15.0 WAIVER**

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3 The parties agree that any waiver of any term or provision of this Agreement, by either party,
4 shall not be binding upon the parties unless said waiver is in writing and signed by both parties.
5

6 **16.0 INVALIDITY**

7
8 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said
9 Agreement, but said remainder shall be binding and effective against all parties.
10

11 **17.0 CONSTRUCTION OF AGREEMENT**

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13 This Agreement shall be executed in triplicate, each of which shall constitute an original and
14 shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they
15 are in effect on the date of execution.
16

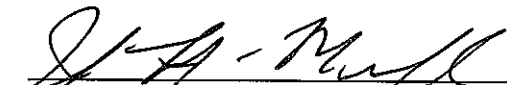
17 **18.0 APPROPRIATION**

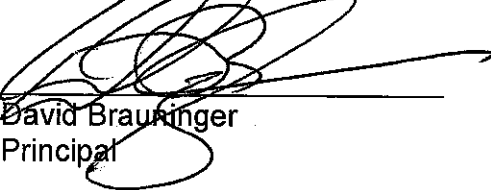
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19 The monetary provisions of this Contract are subject to approval and appropriation by the Canton
20 Annual Town Meeting. If the Canton Annual Town Meeting withholds approval or funding, this
21 contract will be immediately terminated, without further obligations by the Town of Canton or the
22 Canton Public Schools.
23

24 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in
25 triplicate this 11th day of June, 2019.
26

27 **FOR THE CPS by:**

Assented to by:

28
29 
30 _____
31 Jennifer Fischer-Mueller, Ed.D.
32 Superintendent of Schools



David Braukinger
Principal