****

**Hanover Public Schools**

**188 Broadway**

**Hanover MA 02339**

**Employment Agreement *between***

**Hanover Public Schools**

***and* Matthew Mattos**

**High School Principal**

**August \_\_\_ through June 30, 2024**

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**EMPLOYMENT AGREEMENT**

AGREEMENT made as of the \_\_\_\_\_of August 2021, by and between the Hanover Public Schools, hereinafter referred to as “Hanover”, and Matthew Mattos, hereinafter referred to as the “High School Principal.“

**WITNESSETH**

In consideration of the promises and covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLES**

1. **Employment**

The Hanover School District hereby agrees to employ the High School Principal for a period to commence on August \_\_\_\_\_ and to end on June 30, 2024. This contract shall continue for one-year periods unless the Superintendent gives written notice to the High School Principal of its non-renewal at least sixty days (60) prior to its expiration. The Superintendent may (at his sole discretion) terminate this agreement effective June 30, 2022 by notifying the High School Principal in writing prior to March 31, 2022.

The High School Principal shall work a twelve-month year, less paid holidays, vacations, and other leaves authorized by the Superintendent.

1. **Compensation and Evaluation**
	1. The High School Principal hereby accepts such employment at the annual salary of $140,000 (prorated) for the first year of this agreement payable in equal installments in accordance with the policy of the School Committee of the Town of Hanover.
	2. The parties shall meet in each year of this agreement prior to August 31st to review the performance of the High School Principal in accordance to DESE requirements and to establish a salary for the upcoming year subject to appropriation. In year one of this agreement, the parties shall meet prior to January 31, 2022 for a mid-year review of performance.
	3. The Superintendent shall evaluate the performance of the High School Principal in writing. A copy of said evaluation, signed by the Superintendent and the High School Principal will be provided to the High School Principal, and the original of the same will be placed in the High School Principal’s personnel file no later than August 31st following each school year. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement of receipt of the document.
2. **Duties and Responsibilities**

The High School Principal shall be the educational leader and manager of his school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The High School Principal shall be responsible, consistent with the Committee’s personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring teachers, instructional, or administrative aides, and other personnel assigned to the school. The High School Principal shall also be responsible for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L., Chapter 71 as amended by the Education Reform Act of 1993. The Superintendent shall also have final authority, to the extent permitted by law and subject to the Superintendent’s review and approval, as to the assignments and transfers of the above listed staff from school to school.

The High School Principal recognizes that his responsibilities and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Hanover Public Schools.

1. **Termination, Demotion and Suspension**
	1. In the event that the High School Principal desires to terminate his contract before the term of service shall have expired, he may do so with a least sixty days (60) written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.
	2. The Superintendent may dismiss, demote, or suspend the High School Principal for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if the High School Principal is eligible to elect such procedures by virtue of service for three or more full consecutive years.
	3. As used herein, "good cause" shall mean any grounds put forth by the Superintendent, which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.
	4. The Superintendent may dismiss, demote, or discharge the High School Principal if he has not worked in the district as such for three full, consecutive years for any reason rationally related to the operation of the district. In such cases, the High School Principal may not seek review of such decision by filing a demand for arbitration, with any agencies. The sole remedy shall be by court proceedings. The judicial dispute if any shall be limited to a determination of damages under the contract.
2. **Salary Deductions**

The contract shall conform to the regulations governing deduction from the above stated compensation with reference to withholding tax, teacher’s retirement, and other deductions, including annuity, or insurance payments authorized by the partner or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

1. **High School Principal’s Certification**

The High School Principal shall furnish and maintain, throughout the term of his contract, a valid and appropriate license qualifying him to act as High School Principal in the Commonwealth, as required by M.G.L. G.1 Sec 38G.

1. **Complaints / Suggestions**

The Superintendent shall promptly refer to the High School Principal for his study and recommendation all criticism, complaints, and suggestions brought to the Superintendent’s attention. The High School Principal shall investigate and consider the same and report thereon to the Superintendent as soon as feasible thereafter.

1. **State Retirement Association**

The High School Principal shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. Ch. 32, Sec 2.

1. **Annual Vacations and Holidays**

**Vacation**

The High School Principal will be granted 25 vacation days to be taken from July 1st through June 30th, exclusive of legal holidays. Maximum of (5) days of unused vacation leave may be accumulated for use in the next contract year. Additional days not used within this time frame will be forfeited. In the event this contract is terminated for any reason prior to its expiration, the vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. Upon termination of employment, retirement or death, accrued, unused vacation leave (subject to the pro rata accrual and maximum of five days permitted for carry over, with a lifetime cap of 25 days) will be paid in full based on 1/225 of the High School Principal’s salary on the last year of this agreement.

 **Holidays**

July 4th Day after Christmas Day

Labor Day New Year’s Day

Columbus Day Martin Luther King Day

Veteran’s Day President’s Day

Thanksgiving Day Patriot’s Day

Day after Thanksgiving Good Friday

Christmas Day Memorial Day

1. **Leave Policy**

**Sick Leave**

The High School Principal shall receive full sick leave pay for absence due to any illness or any other disability in accordance with the following provisions:

1. Only service in the Hanover Public Schools may be credited for sick leave benefits
2. The High School Principal is eligible for up to fifteen (15) days of sick leave accrued at the rate of 1.25 days per month. On day one of this agreement, the High School Principal will be credited with 15 sick days.
	1. The High School Principal shall also be allowed full pay while absent on account of illness of a relative, not to exceed five (5) days in any school year, this provision is to be noncumulative. These family illness dates shall be deducted from sick leave accumulation.
	2. A relative is defined as father; mother, brother, sister, wife, husband, child, grandparent, grandchild, or an immediate in-law. Exceptions to this section may be made by the Superintendent at his discretion.
	3. In case of prolonged illness, the Superintendent agrees to review each individual case whenever the High School Principal has exhausted his accumulated sick leave for purposes of continuing said High School Principal’s full salary.
3. The unused sick leave days earned in the preceding years will accumulate and be added to the current year’s allowance.

**Leave Without Pay**

The High School Principal may be granted an unpaid leave of absence not to exceed six (6) months from his current position upon approval by the Superintendent. A written notice to the Superintendent two (2) weeks in advance of the scheduled return date informing the Superintendent of intent to return from leave or not to return from leave must be sent in. Failure to report to work on the expected return date will be considered a voluntary resignation on part of the High School Principal.

**Absence for Jury Duty**

Absence for jury duty and as a witness when subpoenaed by the court shall not count in calculating absence limitations under other sections. The salary paid by Hanover Public Schools during such absence shall be at the regular rate less the fee paid by the county for such jury duty.

**Other Absences**

Absences for Personal Business – three personal days per school year, with full pay, shall be available without need to give reason. Such days may not be taken immediately preceding or following a vacation period or holiday without prior approval of the Superintendent. The same notification procedure as for absence due to illness will be followed. Additional days may be granted with full pay for emergencies as determined by the Superintendent.

**Bereavement Leave**

The High School Principal will be allowed five (5) days’ pay while absent on account of death of a relative as defined above.

1. **Attendance at Educational Conferences and Meetings**

The School Committee will through the Superintendent, encourage the High School Principal to attend and participate in significant educational meetings and/or state/national professional organizations concerned with the advancement of education and/or other institutions whose efforts are dedicated toward the study and development of teaching and learning.

In addition, the High School Principal may be away from his regular daily duties for recruiting, visiting other schools, approved speaking engagements, or in attendance at educational meetings as the representative of the Hanover Public Schools, or in other activities specifically approved by the Superintendent.

1. **Professional Improvement**

The High School Principal and the Superintendent will jointly confer and agree on professional development which will be of greatest value in enhancing the High School Principal’s performance and skills. Upon approval by the Superintendent, the High School Principal will be reimbursed for necessary tuition costs for courses and/or conferences in an amount not to exceed $2,000.00 in a contractual year. Reimbursement will be made upon satisfactory evidence of successful completion of the same. There will be no reimbursement if the High School Principal has been or is entitled to reimbursement from any other source.

1. **Protection Clause**

The High School Principal will immediately report all cases of assault suffered in connection with employment in writing to the Superintendent. The High School Principal will comply with any reasonable requests from the Superintendent for information in his possession relating to the incident or the person involved. The Superintendent will act in appropriate ways as liaison between the High School Principal, the police, and the courts. The Committee will provide the indemnification for the High School Principal provided by Chapter 258 of the General Laws of Massachusetts. Present liability will not be reduced, but may be increased, for the duration of this contract.

1. **Personal Injury Benefits**

Whenever the High School Principal is absent from school as a result of personal injury arising out of and occurring during the course of his employment, the School Committee agrees that the provisions of Chapter 152, Section 69 of the General Laws of the Commonwealth of Massachusetts (Workers’ Compensation Benefits) providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be, and hereby are, accepted and applied to the High School Principal.

The High School Principal may have his full salary continued and charged to available sick leave or if the administrator received Workers’ Compensation, the School Committee agrees to pay the difference between full pay and Workers’ Compensation salary payment from the available Sick Leave and the High School Principal will be charged 1/3 day sick leave for each day of absence. Until the High School Principal becomes eligible to receive Workers’ Compensation benefits, full salary will be paid with adjustments made after eligibility is certified.

1. **No Strike Provision**

The High School Principal agrees that he will not cause, or sanction, or take part in any strike, walk out, slowdown, or work stoppage. In the event of the violation of this Article, the Superintendent shall have the right to seek direct injunctive relief.

1. **Insurance**

The High School Principal is eligible to participate in the Hanover Public Schools District’s insurance plan, which includes life insurance, medical and hospital benefits, dental and vision insurance.

1. **Tax Sheltered Annuities**

The High School Principal may participate in tax-sheltered annuities in accordance with the Internal Revenue Code and General Laws of Massachusetts.

1. **Entire Agreement**

This contract may not be changed except in writing signed by the party against whom enforcement thereof is sought. The contract will remain in effect even though a Superintendent may leave the system and be replaced.

1. **Invalidity**

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

In Witness Whereof, the parties to this contract have caused and presented to be executed this \_\_\_\_\_\_ day of August, 2021 in Hanover, Massachusetts.

Matthew Ferron, Superintendent of Schools Date

Matthew Mattos, Principal Date