# NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL DISTRICT (McCann Technical School)

#### CONTRACT - PRINCIPAL

This AGREEMENT is made as of June 30, 2021 by and between the Northern Berkshire Vocational Regional School District Committee and Immunity hereinafter referred to as the PRINCIPAL.

In consideration of the promise herein contained, the parties hereto mutually agree as follows:

## **EMPLOYMENT**

The Northern Berkshire Vocational Regional School District hereby employs as Principal and the PRINCIPAL hereby accepts the employment on the following terms and conditions:

#### **TERMS**

The PRINCIPAL shall be employed for a three-year period commencing on July 1, 2021 through June 30, 2024.

#### COMPENSATION

The PRINCIPAL shall be paid an annual salary commencing as of the effective date of this AGREEMENT, payable in equal installments in accordance with the policy of the Northern Berkshire Vocational Regional School District Committee.

07/01/2021 (FY22)	\$127,266.00
07/01/2022 (FY23)	\$131,403.00
07/01/2023 (FY24)	\$132,995.00

The salary stated herein shall not be reduced below the amount received by the PRINCIPAL in the previous contract year, provided, however that a principal's salary may be reduced upon his or her demotion by the Superintendent, an administrative reorganization, or a transfer to another position.

# CONDITIONS OF EMPLOYMENT

The PRINCIPAL shall be eligible to receive the same benefits and shall be subject to other conditions of employment as set forth in the AGREEMENT between the McCann Faculty Association and the Northern Berkshire Vocational Regional School District Committee.

#### **DUTIES AND RESPONSIBILITIES**

The PRINCIPAL shall be the educational leader and manager of the school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The PRINCIPAL shall be responsible, consistent with the School Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school, and for terminating all such personnel, 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 as to the assignments and transfers of the above listed staff.

The PRINCIPAL shall also faithfully and effectively perform the duties contained in the policy of the School Committee titled <u>Job Description of Principal</u>, as attached.

The 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 and will expend the time and effort necessary to effectively achieve the goals and purposes of the McCann Technical School.

#### OTHER ACTIVITIES

The PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his duties as principal and the PRINCIPAL has received prior approval of the Superintendent.

#### ANNUAL WORK SCHEDULE

The work year of the PRINCIPAL shall be twelve (12) months with twenty-five (25) days annual vacation.

#### PERFORMANCE

The PRINCIPAL shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the PRINCIPAL and the Superintendent, in writing.

# TERMINATION, DEMOTION AND SUSPENSIONS

In the event that the PRINCIPAL desires to terminate his contract before the term of service shall have expired, he may do so with at least ninety (90) days written notice of intent to the Superintendent and the Superintendent accepts said resignation. Otherwise the Superintendent may dismiss, demote or suspend the PRINCIPAL at any time for good cause and in accordance with the procedures contained in Massachusetts General Laws, Chapter 71, Section 41 and 42D.

#### **EVALUATION**

The Superintendent shall evaluate the performance of the PRINCIPAL annually based upon 1) the duties and responsibilities contained in the PRINCIPAL's job description and attached hereto; 2) as presented and called for under M.G.L., c.69, §1B; c.71, §38 and 603 CMR 35.00; 3) as contained in the Policies of the Northern Berkshire Vocational Regional School District Committee; 4) as contained in the policies and directives of the Superintendent; and 5) the annual school improvement goals mutually agreed upon by the PRINCIPAL and the Superintendent. Final evaluation may allocate among those items various weights as determined by the Superintendent.

# ENTIRE AGREEMENT

This contract embodies the whole AGREEMENT between the Northern Berkshire Vocational Regional School District Committee 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. The contract may not be changed except by a writing, by the party against whom enforcement thereof is sought.

# SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this AGREEMENT is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this 30<sup>th</sup> day of June in the year 2021.

For the: NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL DISTRICT

BY

SUPERINTENDENT