

**Smith Vocational and Agricultural High School
Northampton, MA**

EMPLOYMENT CONTRACT

This three (3) year Agreement is made for the 2020-2021, 2021-2022, and 2022-2023 fiscal years by and between the Superintendent of Smith Vocational and Agricultural High School, hereinafter referred to as the "Superintendent", and XXXXXX, hereinafter referred to as the "Principal."

1) EMPLOYMENT:

The Superintendent hereby employs XXXXXXXX as Principal of Smith Vocational and Agricultural High School (hereinafter "Smith") and the Principal accepts employment upon the terms as set forth in this Agreement.

2) TERM:

The Principal shall be employed for a 220 day work year for a three (3) year period, commencing on July 1, 2020 through June 30, 2023. Written notification of non-renewal or renewal of this contract must be made by April 1, 2022 by the Superintendent, or this agreement will automatically extend for a term of one year from the date of expiration. Per diem rate shall be 1/220th.

3) DUTIES AND RESPONSIBILITIES:

The Principal shall be the educational leader and manager of Smith 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'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 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 as to the staff assignments and transfer.

The Principal recognizes that the Principal's responsibilities and conduct are not determined by prescribed hours and conditions and the Principal will perform the directed and implied duties of this position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Smith Vocational and Agricultural High School, including attendance at night meetings.

4) SALARY:

In consideration of an annual salary, the Principal agrees to perform faithfully the duties of Principal of Smith Vocational and Agricultural High School. The annual salary shall be paid in 26 bi-weekly installments in accordance with the policy of the board governing payment of other professional staff members in the school. The salary schedule shall be the following:

July 1, 2020 - June 30, 2021	\$106,641 (2.5% increase)
July 1, 2021 - June 30, 2022	\$109,307 (2.5% increase)
July 1, 2022 - June 30, 2023	\$111,766 (2.25% increase)

5) LONGEVITY:

The Principal will receive an annual longevity payment according to the following length of continuous service to the School in any full time capacity. The anniversary of an administrator's date of hire must occur prior to October 1st of the calendar year in which the longevity payment is made, and the longevity payment will be paid in a lump sum prior to December 1st.

After 5 years of service: \$750

After 10 years of service: \$1,500

After 15 years of service: \$2,000

6) CELL PHONE ALLOWANCE:

The Principal and Superintendent acknowledge that the Principal position is such that the Principal needs to be accessible and available for communications outside of the normal work day and year. Therefore, the Principal shall be granted a cellphone allowance of \$40 per month for the length of this contract. This allowance shall be paid in accordance with the payroll practices of the City of Northampton as amended from time to time.

7) PERSONAL DAYS:

The Principal will have three (3) personal days available on the first day of each fiscal year. Unused personal time will be transferred to sick time at the end of the fiscal year or upon retirement or death. The Principal will provide advance notice to the Superintendent for use of personal time, except in the case of emergency.

8) SICK/FAMILY ILLNESS LEAVE:

The Principal will have fifteen (15) sick/family illness days available on the first day of each fiscal year. Sick time will accrue from year to year without limit.

The Principal, upon his retirement, or his spouse or beneficiary if he dies while an Employee, shall be entitled to payment for accumulated but unused sick leave in accordance with the following formula:

The number of accumulated but unused sick leave hours standing to the Principal's credit at the date of his retirement or the date of death shall be divided by three and the result thereof shall be multiplied by the then effective hourly rate of compensation for the Principal and the product thereof shall be payable to the Principal with his final payroll or to his spouse or beneficiary if he dies while an Employee subject to a maximum payment cap of \$5,500.

Upon honorable separation of service, including retirement, but excluding death or a settlement with Smith in which the Principal agreed to resign in lieu of disciplinary action being taken, the Principal shall receive:

1.) After five (5) years of continuous service but less than ten (10) years, 16.76% of the value of his accumulated sick leave (subject to a maximum payment cap of \$5,500);

2.) After ten (10) years but less than fifteen (15) years of continuous service, 20% (subject to a maximum payment cap of \$5,500);

3.) Over fifteen (15) years of continuous service 25% (subject to a maximum payment cap of \$5,500).

The Principal shall be eligible to participate in the employee sick bank.

9) BEREAVEMENT LEAVE:

In the event of death in the immediate family of the Principal, he will be granted leave with pay of up to three (3) working days, except that in the case of death of the Principal's spouse, parent or child, paid leave of up to five (5) working days will be granted. Such leave shall not be charged to sick leave or personal time. Such leave may be taken non-consecutively, with the Superintendent's, approval in instances where memorial services, funeral services or other obligations do not take place within the days allowed for bereavement if taken consecutively.

The immediate family is defined as father, mother, sister, brother, stepchild, foster child, grandparent, grandchild, stepparent, foster parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. If the Principal does not attend the funeral, only one (1) working day's absence with pay will be allowed.

In case of death of the following relative, one (1) day of paid leave shall be allowed: aunt, uncle, niece, nephew, or other family member to be approved at the discretion of the Superintendent. Such leave shall not be charged to sick leave or personal time.

With the consent of the Superintendent and providing it will not impair/reduce the effective delivery of services, the Principal is scheduled to work, he may be granted up to four (4) hours of paid leave to attend the services of a deceased co-worker.

The Superintendent in his sole discretion may make exceptions to the provisions herein.

10) HEALTH INSURANCE:

The Principal will be entitled to participate in such health insurance benefits as may be offered to all employees of the City from time to time. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City employees as amended from time to time.

Upon retirement, the Principal will be entitled to participate in such health insurance benefits as may be offered to all retirees of the City from time to time. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City retirees as amended from time to time.

11) LIFE INSURANCE:

The Principal will be entitled to participate in such basic life and accidental insurance plan (including options to purchase additional life insurance and/or dependent insurance) as may be offered to all employees to the City from time to time. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City employees as amended from time to time.

12) FLEXIBLE SPENDING ACCOUNT:

The Principal will be entitled to participate in such flexible spending account as may be offered to all employees of the City from time to time. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City employees as amended from time to time. Enrolled employees must pay the administrative fee for this benefit.

13) DENTAL INSURANCE:

The Principal shall be eligible to participate in such voluntary dental insurance plan as may be offered to all employees of the City from time to time. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City employees as amended from time to time. The City will not contribute to the premium.

14) DISABILITY INSURANCE:

The Principal will be entitled to participate in such optional disability insurance plan as the City may offer to all employees of the City from time to time. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City employees as amended from time to time. The City does not contribute to the premium for this coverage. The premium for this benefit may be eligible to be deducted on a pre-tax basis based on time of enrollment and employee preference.

15) TAX SHELTERED ANNUITIES:

The Principal will be eligible to participate in such "Tax Sheltered" Annuity Plan as may be established pursuant to United States Public Law 87-370, as amended from time to time and to have deductions from his pay for dues, United Fund and other like deductions. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City employees as amended from time to time including rules regarding commencement of or withdrawal from participation.

16) WORKWEEK, HOURS OF WORK AND ASSIGNMENTS:

The Principal generally works an 8 hour day during the 180 scheduled days of school, and the remaining work days shall be scheduled in consultation with the Superintendent. The 'Open House' day shall count as a scheduled day of work toward the Principal's 220 day work year. Per diem rate shall be 1/220th.

It is understood that as Principal, the Principal may need to be available from time to time as determined by the Superintendent beyond the normal work day and beyond the normal work year in order to fulfill such duties

17) OVERTIME/COMPENSATORY TIME:

School Administrators are not eligible for overtime pay. The use of compensatory or flex time is at the sole discretion of the Superintendent.

18) LICENSURE AND PROFESSIONAL IMPROVEMENT

A. LICENSURE:

The Principal shall furnish to the Superintendent, and shall maintain throughout the term of this Agreement, a valid and appropriate license and/or certificate qualifying the Principal to act as Principal as required by M.G.L. c. 71, § 38G and the Department of Elementary and Secondary Education (DESE).

B. PROFESSIONAL IMPROVEMENT:

The Principal is encouraged to be active in relevant national, regional, state and local professional associations. The Principal is encouraged to attend professional conferences, workshops and meetings and will be reimbursed for reasonable dues and expenses incurred in connection therewith and as approved by the Superintendent.

The Principal is encouraged to take appropriate professional improvement courses in the Principal's field. The Principal will be reimbursed for course work, which is prior approved by the Superintendent, taken from nearby colleges and universities.

19) INDEMNIFICATION:

Indemnification of the Principal for expenses or damages in connection with civil proceedings shall be in accordance with Massachusetts General Laws. Smith agrees that it will use all reasonable means to arrange for insurance to cover the Principal for expenses or damages sustained the Principal by reason of an action or claim against the Principal arising out of any lawful acts done by the Principal while acting within the scope of the Principal's employment for which Smith is authorized to indemnify under Massachusetts General Laws.

Smith shall continue to so indemnify, hold harmless and defend the Principal even if such claim or legal action has been commenced following the Principal's termination, resignation or the expiration of the Principal's employment, provided that the Principal provides full cooperation with any claim or legal action. Smith may compromise and settle any such claim or legal action and shall pay the amount of any such settlement or final judgment rendered thereon.

If the Principal is disabled from working as the result of an injury suffered in the course of employment, the Principal will, during the period of disability, in addition to any workmen's compensation benefits received by the Principal, receive such additional amount so the Principal will not incur loss of salary, the amount to be deducted from sick leave. When sick leave is totally exhausted, only workmen's compensation will be paid. Smith shall have the right to receive periodic medical examinations and/or medical updates of the Principal by a physician of Smith's choice to verify the continued disability.

20) TERMINATION OF AGREEMENT:

- A. **By Principal:** The Principal shall have the right to terminate this Agreement before the term of its completion by giving forty-five (45) calendar days' notice in writing to the Superintendent prior to the desired termination date. The Superintendent may waive this requirement.
- B. **By Smith:** This Agreement, and the Principal's employment as Principal, may be terminated prior to the expiration date without further financial obligation on the part of Smith, consistent with the procedural requirements set forth in Mass. Gen. L. ch. 71, § 41. The Superintendent shall provide the Principal with the notice of the charges of the proposed termination and he shall be entitled to a hearing before the Superintendent, with legal counsel, prior to any final decision being made.

21) EVALUATION:

The Superintendent shall evaluate the performance of the Principal based upon: 1) the duties and responsibilities contained in the Principal's job description attached hereto; 2) as presented and called for under The Massachusetts Model System for Educator Evaluation, Part IV: Implementation Guide for Principal Evaluation 2012; 3) as contained in the Policies of Smith as they may be amended from time to time; 4) as contained in the policies and directives of the Superintendent.

22) ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between Smith 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 modified except as agreed upon and signed by both parties. The Trustees will be apprised of all modifications.

23) 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.

1.15.20

DATE

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