

Chicopee Public Schools
Employment Contract for

Principal

August 3, 2020 – June 30, 2023

This Contract is made this ___ day of July 2020, by and between the Chicopee Public Schools (the "District"), through its Superintendent of Schools, _____, (the "Superintendent"), and _____, Principal, ("_____ " or the "Principal").

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

1. EMPLOYMENT

The District hereby employs _____ as Principal within the District and _____ hereby accepts employment on the following terms and conditions.

The Principal is hereby assigned to _____ School. The Superintendent may, after consultation with the Principal, transfer or assign the Principal to another Principal position within the District at any grade level.

2. DUTIES

The Principal shall perform faithfully and diligently the duties of Principal as specified in the job description, the General Laws of the Commonwealth of Massachusetts, and the policy manual of the Chicopee School Committee, and such other duties as may reasonably be requested by the Superintendent from time to time. The Principal agrees to expend the time and effort necessary to effectively achieve the goals and purposes of the District.

3. TERM

This Contract shall remain in full force and effect for the period commencing August 3, 2020, and ending June 30, 2023, or the termination of employment in accordance with this Contract and consistent with the General Laws of the Commonwealth, if sooner.

If the Superintendent does not intend to renew this Contract, the Superintendent will provide the Principal with written notice of such intention on or before April 1, 2023. Failure to provide such notice shall result in the automatic renewal of this contract for a period of one year ending on June 30, 2024, and at such date the employment of the Principal shall terminate.

4. COMPENSATION

The Principal shall be paid an annual salary, commencing August 3, 2020, of \$ _____. The annual salary shall be increased to \$ _____ effective July 1, 2021. Any further adjustment in salary shall be in the form of an amendment and shall become part of this Contract.

Such salary is subject to lawful deductions and is payable in bi-weekly installments in accordance with the practice of the District.

The Principal will be paid additional compensation for each year of the Contract Term during which she is assigned to fulfill the duties of Administrator Mentor, Professional Development Facilitator, and/or Curriculum Committee Facilitator.

5. WORK SCHEDULE

The Principal shall work a regular 12-month year, less all holidays recognized by the District and contracted paid time off. The Principal's workdays shall include, but not be limited to, student contact days, professional development days, and the two weeks prior to the first day of school. The Principal understands that the job responsibilities of the Principal may require attendance at night and weekend meetings/events and other obligations outside of the normal workday.

6. BENEFITS

A. Retirement

The Principal shall be entitled to participate in the appropriate retirement system.

B. Insurance

The Principal shall be entitled to participate in the insurance programs currently available to similarly situated employees of the District.

C. Holidays

The Principal shall be entitled to the following paid holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, ½ day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

D. Vacation

The Principal shall be entitled to twenty-five (25) days of vacation per year. Such vacation days may not be taken during the workdays set forth above except with approval of the Superintendent. The Principal may carry over up to five (5) vacation days into the new year; however, at no time may the Principal have a balance of unused vacation days which exceeds thirty (30).

Vacation days will be earned monthly at a rate of 2.08 days per month, but the allotment for the year will be advanced and may be used starting July 1 each year. If the Principal leaves before June 30, the Principal's vacation days will be prorated based on the monthly allotment according to the number of days worked during that fiscal year. It is understood that if the Principal leaves the District, she will reimburse the District for any time that has been taken but not earned. In most cases, any used but unearned vacation time will be deducted from the final pay.

E. Personal Days

The Principal shall be entitled to one (1) personal day per year for personal, legal, business, household, or family matters which cannot be taken care of other than during workdays. Personal days must have approval of the Superintendent. Personal days may accumulate but will not be paid out upon separation from employment.

F. Bereavement Leave

The Principal may be granted up to five (5) days with pay when such absence is occasioned by the death of relatives residing in the household of or with the Principal, or when such absence is occasioned by the death of a father, mother, husband, wife, son, daughter, brother, sister, father-in-law, or mother-in-law.

Up to three (3) days with pay may be granted when such absence is occasioned by the death of a sister-in-law, daughter-in-law, son-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, or grandchild.

Not more than one (1) day may be granted for attending funerals of close friends, cousins, student, or co-workers.

G. Sick Leave and Sick Leave Buyback

Sick leave is leave with pay for sickness or accident, the nature of which incapacitates the Principal from performing the duties of her position. The Principal will be entitled to eighteen (18) days per year, accumulated from year to year with no maximum. Up to ten (10) of the eighteen (18) sick leave days per year may be used for sickness of an immediate family member including spouse, child, parent, sibling, or other family member residing in the household.

Upon retirement or death after at least 15 years of service or voluntary separation after at least 20 years of service, the Principal, or her personal representative, shall be entitled to a payment of 25% of Principal's unused sick leave at the employee's per diem rate, up to a maximum of \$18,000.

H. Longevity

The following longevity pay will be paid out in addition to salary on an annual basis upon completion of the designated number of complete years of service, such pay will not be used for any per diem rate or salary adjustment calculation:

- | | |
|----------------------------|----------------------------|
| ▪ After 10 years - \$800 | ▪ After 25 years - \$2,000 |
| ▪ After 15 years - \$1,200 | ▪ After 30 years - \$2,400 |
| ▪ After 20 years - \$1,600 | ▪ After 35 years - \$2,800 |

7. EXPENSES RELATED TO PROFESSIONAL ACTIVITIES

The Principal shall be allocated annually two thousand dollars (\$2,000) for expenses related to professional development and recertification with the prior approval and authorization of the Superintendent. Such expenses shall include, but not be limited to, costs of transportation to

and attendance at seminars and conferences, course work, and memberships. The Principal shall also be reimbursed for travel expenses to attend local (more than ten (10) miles away from the Principal's school) and state meetings as required by the Superintendent of Schools. Mileage shall be reimbursed at the prevailing IRS rate.

All of the above expenses are subject to the City of Chicopee Travel Policy.

8. CERTIFICATION

The Principal agrees to maintain certification for the position as required by the Commonwealth of Massachusetts at all times relevant to this Contract.

9. EVALUATION

The Principal shall be evaluated in accordance with the standards and procedures mandated by the Massachusetts Department of Elementary and Secondary Education in accordance with the education evaluation regulations, 603 CMR 35.00. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions.

10. TERMINATION

The parties may, by mutual consent, terminate this Contract at any time. The Principal may terminate this contract upon sixty (60) days written notice to the Superintendent. Otherwise, the Superintendent may dismiss the Principal for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, sections 41 and 42D if the Principal is eligible to elect such procedures by virtue of service in the position of Principal in the District for three (3) or more consecutive years. The parties agree that the term "good cause" shall include, but shall not be limited to, any ground that is put forth in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the efficient operation of the public schools, including but not limited to inefficiency, incompetence, incapacity, unbecoming conduct, insubordination, failure to satisfy performance standards development by the Superintendent and the Chicopee School committee, or other good cause.

If the Principal's employment terminates for any reason at any time prior to the expiration of the term of this Contract, any salary and benefits provided by this Contract, shall cease as of the effective date of such termination.

11. INDEMNIFICATION

The District shall defend, hold harmless, and indemnify the Principal against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act of or omission occurring in the performance of her duties as Principal, even if said claim has been made following termination from employment, provided that the Principal acted within the scope of her duties as provided under the extent of Massachusetts General Laws, Chapter 258. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon without recourse to the Principal. This section shall survive any termination of this Contract.

12. ENTIRE AGREEMENT

This Contract embodies the entire agreement between the Superintendent, as agent for the Chicopee School 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. Any amendments or changes to this Contract shall be in writing and signed by both parties.

13. INVALIDITY

If any paragraph, part, or section of this Contract is deemed to be contrary to law or invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and remain in full force and effect.

14. RATIFICATION

This Contract shall become binding upon the parties hereto upon the signing of this Contract.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract and a duplicate thereof this ___ day of ~~July~~ 2020.