

CONTRACT OF EMPLOYMENT

for

DEERFIELD ELEMENTARY SCHOOL

And

Assistant Principal

Covering the Period

July 1, 2020 through June 30, 2023

PREAMBLE

This Agreement is made by and between the Deerfield Elementary School and (hereinafter "Assistant Principal"). We, the undersigned, agree to the following Articles, which comprise this Agreement between the parties.

1. **EMPLOYMENT**

The Committee, Superintendent and Principal hereby employ _____ t as Assistant Principal of the Deerfield Elementary School, and the Assistant Principal hereby accepts employment on the following terms and conditions:

2. **TERM**

The Assistant Principal shall be employed for a three-year term commencing July 1, 2020 and terminating on June 30, 2023.

3. **COMPENSATION**

The Assistant Principal shall be paid an annual salary of \$75,000 for the first year of this contract, starting on July 1, 2020 and ending on June 30, 2021, payable in equal installments, convenient to the parties, but not less often than once every two weeks. In subsequent years, the Superintendent agrees to negotiate with the Assistant Principal concerning her salary at the time of the Assistant Principal's annual performance evaluation. Under no circumstance should the Assistant Principal's salary be less than the current contract.

4. **DEDUCTIONS**

The payment of salary to the Assistant Principal shall conform and be subject to all federal, state and Committee regulations governing deductions from the above specified salary of any income taxes, social security taxes, retirement system deductions, annuity deductions, garnishments and other deductions.

5. **TERMINATION**

A. By the Assistant Principal:

The Assistant Principal may terminate her employment by submitting her written resignation to the Superintendent and/or Principal with as much advance notice as possible, but no less than ninety (90) days advance notice. In the event of termination pursuant to this paragraph, the Superintendent and/or Principal shall not be required to pay, and the Assistant Principal shall not be entitled to receive salary payments and benefits payable after the effective date of the Assistant Principal's resignation.

B. By the Superintendent with Cause:

During the term of this Employment Agreement, the Superintendent and/or Principal may suspend the Assistant Principal from her position as Assistant Principal and/or may terminate her employment and this Employment Agreement for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any

ground put forth by the Superintendent and/or Principal in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system(s). Prior to any termination for cause, the Superintendent and/or Principal shall provide the Assistant Principal with written notice of the reason or reasons, charge or charges against her, and the grounds on which such reason(s) or charge(s) is based. If the Assistant Principal is terminated for cause, the Assistant Principal shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

C. For Disability:

If the Assistant Principal is absent from work due to a disability for more than one hundred and eighty (180) days, the Superintendent and/or Principal shall have the option of terminating the Assistant Principal's employment and this Employment Agreement. If the Superintendent and/or Principal exercise their option to terminate the Assistant Principal's employment and this Employment Agreement, the Assistant Principal shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

The Principal, subject to the Superintendent's review and approval, may demote, suspend, or terminate the Assistant Principal's employment during the term of this contract in accordance with the provisions of the Educational Reform Act of 1993.

6. **DUTIES AND RESPONSIBILITIES**

The Assistant Principal shall be governed during employment by the policies, rules, and regulations of the Committee and shall fulfill all the duties and responsibilities of the position of Assistant Principal at a professional level as described.

7. **HOURS OF WORK**

The Assistant Principal recognizes that her responsibilities and conduct are not determined by prescribed hours of work. She agrees to perform the directed and implied duties of her position as determined by the Principal and Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Deerfield Elementary School. This responsibility includes attendance at School Committee meetings and meetings whenever so required by the Principal or the Superintendent.

8. **CERTIFICATE**

The Assistant Principal shall furnish and maintain throughout the term of her contract a valid and appropriate certificate qualifying her to act as Assistant Principal in the Commonwealth or a currently approved waiver.

9. **REIMBURSEMENT FOR EXPENSES**

The Committee shall reimburse the Assistant Principal for all budgeted expenses reasonably incurred in the performance of her duties under this contract. Some examples of such expenses are: costs of transportation and attendance at appropriate local, state and

national meetings and conferences, and legal fees incurred as a result of any action brought against her which arises out of employment with the exception of intentional torts and criminal actions.

10. **INDEMNIFICATION**

The Superintendent and/or Principal will indemnify and defend the Assistant Principal for any and all personal financial loss and expenses, including legal fees and costs, arising out of any claim, action, award, compromise, settlement or judgment attributable to any negligent act or omission of the Assistant Principal while acting within the scope of her duties or employment or otherwise provided by M.G.L. c. 258. The parties understand and agree that this indemnification provision shall not apply to actions by the Superintendent and/or Principal to suspend and/or terminate the Assistant Principal in accordance with Section 4 of this Employment Agreement.

As a condition of receiving such indemnification, the Assistant Principal shall, within five (5) calendar days of the time she is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committees.

11. **FRINGE BENEFITS**

The Assistant Principal shall be entitled to participate in the group health insurance offered by the town of Deerfield at the same participation rate and amounts that are offered to teachers.

12. **HOLIDAYS, VACATIONS AND WORK WEEK**

A. The Assistant Principal's work year is two hundred and four (204) days, consisting of one hundred and ninety two (192) are regular work days and twelve (12) are paid holidays (listed in Section 12B). In addition, the Assistant Principal shall be eligible for fifteen (15) sick days per year cumulative to 150 days; personal and professional days at the discretion of the Principal, but in no case less than that which is provided to other professional personnel employed by the district.

B. The Assistant Principal will be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

C. At the discretion of the Superintendent the Assistant Principal may work additional days at the per diem rate for her annual salary. For example, for the FY 2020-2021 the Assistant Principal would earn 371.29 a day for additional work beyond 192 work days.

13. **SICK LEAVE**

A. The Assistant Principal covered by this contract is allotted fifteen (15) sick days per contract year, cumulative to one hundred and eighty (180) days maximum. There shall be no payout for unused sick leave upon separation from employment for any reason.

B. In any contract year, five (5) of the fifteen (15) days intended for sick leave may be used at the option of the Assistant Principal for serious illness in the immediate family. The term "immediate family" shall be considered to include mother, father, sister, brother, spouse, son, daughter, grandchildren, and comparable "step" relatives.

C. Five (5) bereavement days shall be given to the Assistant Principal for each death in the immediate family. The term "immediate family" shall be considered to include mother, father, sister, brother, spouse, son, daughter, grandchildren, and comparable "step" relatives.

D. Three (3) bereavement days shall be given to the Assistant Principal to attend the funeral of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or comparable step relative, or at the discretion of the Committee.

E. The Assistant Principal will be entitled to five (5) days of non-accumulative leave of absence with pay each year for religious, legal, family and personal matters.

F. In exceptional cases, other days of leave may be granted at the discretion of the Superintendent.

14. **PERSONAL INJURY BENEFITS**

A. Whenever the Assistant Principal is absent from work as a result of personal injury caused by an accident or assault occurring during the course of her employment, she will be paid her full salary (less the amount of any Workers Compensation award made for any disability due to said injury) for the period of such insured absence. The difference in pay between the Workers Compensation award and full pay will be charged off to the Assistant Principal's annual or accumulated sick leave, but will not be further paid when such leave benefits have been exhausted.

B. The Assistant Principal will be reimbursed for any clothing, eye wear, hearing devices, prosthetics, or other personal medical devices damaged in an assault or accident in the course and scope of employment, except where the damage is due to her personal fault or where the damage is due to failure to wear appropriate protective clothing when usually expected.

15. **PERFORMANCE**

The Assistant Principal shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Superintendent and the Assistant Principal in

writing. The Assistant Principal will not be disciplined, reprimanded, reduced in rank or in compensation, or deprived of any professional advantage without cause as contemplated by M.G.L. Chapter 71, Sections 42, 42D and 43; the Assistant Principal shall have each of the rights set forth in said Sections.

16. **PROFESSIONAL DEVELOPMENT**

The Assistant Principal will be entitled to participate in professional development and training exercises that are intended to maintain her level of expertise including but not limited to conferences, consultations, seminars, classes and printed resource materials; provided, however, that all such expenditures are subject to the approval of the Superintendent or his designee. The Assistant Principal may accept speaking, writing, lecturing or any other engagements of a professional nature as she sees fit, provided she does not derogate from her duties

17. **EVALUATION**

The Assistant Principal will be evaluated by the Superintendent and/or Principal on an annual basis as mutually agreed by the parties in accordance with M.G.L. Chapter 71, Section 38, Department of Elementary and Secondary regulations, and Evaluation System as prescribed by the Commonwealth of Massachusetts.

18. **INVALIDITY**

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

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

19. **AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of District funds and appropriations.

IN WITNESS WHEREOF, the parties hereto, acting through duly authorized agents or representatives, have hereunto set their respective hands and seals this 17th day of June, 2020.

BY: _____

Assistant Principal

BY: 

Darius Modestow
Superintendent of Schools