

EASTHAMPTON PUBLIC SCHOOLS

AGREEMENT

This agreement entered into this ____ day of April 2016, by and between the Superintendent of Schools (hereinafter referred to as "Superintendent") for the City of Easthampton, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with full knowledge and agreement of the School Committee, and xxxxxx, (hereinafter referred to as "Principal"). For purposes of this agreement, the anniversary date shall be July 1st of each year.

GENERAL TERMS

The Superintendent hereby employs xxxxxxxxxxxx as Principal of Easthampton High School in the City of Easthampton upon the terms and conditions contained herein. The Principal's assignment shall be at Easthampton High School, but such assignment may be changed during the term of this agreement after notice by the Superintendent to the Principal.

xxxxxxxxxx hereby accepts the employment as Principal of Easthampton High School in the City of Easthampton upon the terms and conditions contained herein.

DURATION

This agreement shall commence on July 1, 2016 and shall remain in full force and effect until June 30, 2019 unless terminated prior to its expiration date by the Superintendent or the Principal in accordance with the terms set forth below.

WORK YEAR

The Principal shall work a twelve (12) month work year beginning each July 1 and ending June 30. The Principal shall work during school vacations subject to his/her right to time off as provided herein.

TERMINATION/DISCIPLINE

The Superintendent may terminate this contract and the employment of the Principal during the contract term for good cause as determined by the Superintendent after giving notice of his/her intent to terminate the contract and the Principal's employment. Such termination shall be done in compliance with M.G.L. c.71, §41, as amended, if such provision is applicable.

The Superintendent may discipline, dismiss, demote, or suspend the Principal for good cause, as determined by the Superintendent after giving the Principal notice of such proposed discipline.

Such discipline may include, but is not limited to, reprimand, warning and/or suspension. To the extent that M.G.L. c.71 applies to such discipline, such discipline will be done in compliance with M.G.L. c.71.

During the contract term, the Principal may voluntarily leave the employment of the School Department, provided the Principal serves the Superintendent with written notice at least ninety (90) days in advance of his/her expected departure date.

OTHER ACTIVITIES

The Principal may engage in speaking, writing, lecturing, consulting or other engagements of a professional nature for which he/she may receive outside compensation; provided, however, that such activities do not in any manner interfere with the performance of his/her duties under this Agreement, violate any of the provisions of M.G.L. c.268A, give the appearance of a conflict of interest or create an actual conflict of interest. The Principal shall provide prior notice to the Superintendent before engaging in any consultative work.

COMPENSATION

For his services as Principal of Easthampton High School, the Principal shall be paid an annual salary of \$94,000.00 for year one (1) of the contract.

In years two (2) and three (3) of the contract, in addition to the above compensation, the Principal will receive a merit pay increase based on the quality of performance demonstrated by the Principal during the previous year per evaluation. For purposes of this agreement, the anniversary date shall be July 1st of each year.

DUTIES

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 in a competent manner, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with the Committee's Personnel Policies including the implementation of site based management, budgetary restrictions, and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative paraprofessionals, and other personnel assigned to the school, and for terminating all such personnel, subject to the review and prior approval by the Superintendent and subject to the provision of M.G.L. c.71. The Superintendent shall also have final authority as to the assignments and transfers of the above listed staff from school to school. xxxxxxxxxxxx shall faithfully and effectively perform all the duties and responsibilities of an Principal as defined by M.G.L. c.71, in particular but not limited to, §41, §42, §48, §59B and §59C and any regulations promulgated thereunder, and any policies and/or directives of the School Committee and/or the Superintendent.

The Principal recognizes that his responsibilities and conduct will be to perform the directed and implied duties of the position as determined by the Superintendent, and will expend the time and effort necessary to effectively achieve the goals and purposes of the Easthampton Public Schools.

CERTIFICATION

The Principal shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Principal pursuant to M.G.L. c.71, §38G and regulations promulgated thereunder.

GOALS AND OBJECTIVES

The Principal and the Superintendent shall establish goals and objectives for the ensuing contract year. These goals and objectives shall be reduced to writing and make up part of the criteria by which the Principal is evaluated by the Superintendent. Guidelines for the goals will be determined by the Superintendent. The Principal will provide written updates to the Superintendent as to progress on each goal at a mid-cycle review.

EVALUATION

The Superintendent shall meet with the Principal at least once each year for the purpose of discussing the Principal's performance in the fulfillment of the job responsibilities. The evaluation of the Principal's performance shall be measured in accordance with the Massachusetts Model System for Administrators Evaluation (603 CMR 35.00) and any amendments made to the Model System.

SICK LEAVE

The Principal shall be allowed up to eighteen (18) days, per year, for each full year of this contract, accrued each July 1, of sick leave with pay for absences resulting from the Principal's sickness, accident, or disability. This leave shall be permitted to accumulate to a maximum limit of 170 days. Upon termination of this Agreement by either party, the Principal shall not be reimbursed for any unused sick days. The use of three (3) or more sick days in a row and/or if sick leave abuse is suspected, then the Superintendent may require a doctor's note upon return to work.

The School Department reserves the right to have its own physician or medical service examine and evaluate the Principal at its discretion. Failure by the Principal to so cooperate may lead to the termination of sick leave benefits.

The Principal is allowed the use of five (5) sick days per year for the purpose of illness or emergency in his/her immediate family.

PERSONAL DAYS

The Principal is allowed five (5) Personal Days with pay, per contract year, to be used with the approval of and at the discretion of the Superintendent. Personal days may be granted (1) on days when the Principal is unable to report for work because of emergency and unavoidable conditions, and (2) to attend to personal matters that cannot be reasonably attended to outside of the normal workday. Such days off shall not be granted on the day before or the day after a holiday or a vacation period, except in the case of absences caused by emergency and unavoidable conditions as stated above. Personal days are not cumulative from contract year to contract year. Upon termination of this Agreement by either party, the Principal shall not be reimbursed for any unused personal days.

BEREAVEMENT LEAVE

The Principal shall be entitled to bereavement days in accordance with School Committee Policy.

PROFESSIONAL DAYS

Days may be granted for professional improvement at the Superintendent's discretion and only with the Superintendent's prior approval and in accordance with School Committee Policy.

VACATION DAYS

Twenty-six (26) vacation days will be granted to the Principal each contract year. Up to a maximum of five (5) days of vacation may be accumulated, with a written request of and approval by the Superintendent to be used in the following year.

HOLIDAYS

The Principal shall be entitled to the following eleven (11) holidays:

New Year's Day	Martin Luther King Day	Presidents' Day
Patriots' Day	Memorial Day	Independents Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day	

Whenever such a holiday falls on a normal workday, such holiday shall be granted with pay. Whenever such a holiday falls on a weekend, an adjoining day off shall be considered the holiday, for time off with pay, if students are not in school.

Religious holidays for which provision is not made in the school calendar (e.g., Yom Kippur, Rosh Hashanah, etc.) may be taken, as needed each time without salary loss. In developing the school

calendar, should Good Friday and/or the day after Thanksgiving be scheduled as non-school day(s), then it/they shall be considered paid holiday(s).

EXPENSE REIMBURSEMENT

The Principal shall be reimbursed for all expenses reasonably incurred in the performance of his duties in accordance with the General Laws of Massachusetts and the policies of the School Committee, when approved in advance by the Superintendent of Schools. Whenever required to travel out of district, the Principal shall be reimbursed at the rate per school committee policy. The Principal will also be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation) incurred for attending workshops, seminars, conferences or other professional improvement sessions which have been approved in advance by the Superintendent of Schools as per School Committee Policies.

MEDICAL INSURANCE

The Principal is eligible to participate in the City of Easthampton's group medical and dental insurance plan for himself and his family.

Since the City of Easthampton controls the provision of medical insurance, the medical insurance plan(s) offered, the coverage provided and the percentage contribution is subject to change by the City of Easthampton at any time during the term of the Principal's employment.

LIFE INSURANCE

The Principal is eligible to participate in the group life insurance plan, in an amount equal to that provided to all other employees of the City of Easthampton, and the Principal shall contribute to the cost of such life insurance at the same rate as other City employees.

FAMILY AND MEDICAL LEAVE

The School Committee and the Superintendent will abide by and incorporate by reference the statutory requirements for family and medical leave as set forth in the Family and Medical Leave Act of 1993 ("FMLA") and, where applicable, in G.L. c.149, §105D (i.e. the Massachusetts Maternity Leave Act (MMLA)). Postings and the School Committee's policies regarding the provisions of the FMLA and MMLA are available in each administrative office.

A request for such leave must be made in writing to the Superintendent, and must be accompanied by such medical documentation as the Superintendent may require.

The School Committee shall continue its contribution toward the Principal's health insurance premium while he/she is on a FMLA leave pursuant to this paragraph, provided that the Principal continues to make his/her contribution to his/her health insurance premium.

