

CONTRACT OF
~~XXXXXXXXXX~~
ASSOCIATE PRINCIPAL OF THE BROMFIELD SCHOOL
JULY 1, 2019 THROUGH JUNE 30, 2022

THIS AGREEMENT is made as of April 4, 2019 by and between the Harvard Public Schools (“the District”) and Robin Benoit (“the Associate Principal”) (collectively “the Parties”).

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

1. EMPLOYMENT: The District hereby employs the Associate Principal within the public schools of Harvard, and the Principal hereby accepts employment on the following terms and conditions:
2. ASSIGNMENT: At the inception of this Agreement, the Associate Principal is hereby assigned to the the Bromfield School. The Superintendent of Schools may, following consultation with the Associate Principal and acting in her sole discretion, reassign or transfer the Associate Principal to another principalship within the District at any grade level.
3. TERM: The Associate Principal shall be employed for a three- (3-) year period commencing July 1, 2019 through June 30, 2022. If the Superintendent fails to notify the Associate Principal of the non-renewal of this Agreement or any subsequent agreement at least sixty (60) days prior to its expiration it shall be automatically renewed for an additional one year period, commencing on July 1, 2022 and ending on June 30, 2023. At the time of notice of non-renewal, the Superintendent acting in her sole discretion may invite the Associate Principal to enter into a new agreement, conditioned on the termination of this Agreement unless the Parties successfully negotiate a new agreement.
4. COMPENSATION:
 - a) The Associate Principal shall be paid an annual salary commencing as of the effective date of this Agreement of \$110,256 per year, payable in equal installments in accordance with the policy of the District’s School Committee. Such compensation shall be earned ratably throughout the work year as defined in Section 8, below, and shall be pro-rated for work of less than a full work year.
 - b) The salary stated herein shall not be reduced below the amount received by the Associate Principal in the previous contract year. Increases in salary will be determined by the Superintendent in her sole discretion, which shall take into consideration relevant factors, including but not limited to the COLA and the

Associate Principal's performance as reflected in her annual performance evaluation pursuant to Section 11, below.

5. CONDITIONS OF EMPLOYMENT:

The Associate Principal shall be eligible to receive benefits, including but not limited to health insurance, vacation, sick leave, and personal leave, and shall be subject to other conditions of employment, as apply to managerial employees in the Policies of the Harvard School Committee regarding Working Conditions and as may be from time to time modified by the School Committee, the Superintendent and/or the General Laws of the Commonwealth.

6. DUTIES AND RESPONSIBILITIES:

a) The Associate Principal shall faithfully and effectively perform the duties contained in the job description of Associate Principal as approved by the School Committee. The Associate Principal recognizes that her responsibilities and duties are not limited by or confined to prescribed hours and conditions and that she will perform the directed and implied duties of her position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Harvard Public Schools.

b) The Associate Principal shall furnish to the Superintendent and shall maintain throughout the term of this Agreement a valid and appropriate certification/license issued by the Department of Elementary and Secondary Education ("DESE") qualifying him to work as a school principal in the Commonwealth of Massachusetts. The Associate Principal shall notify the Superintendent within twenty-four (24) hours of all actions by DESE to suspend or revoke her certification/license and of all such suspensions or revocations.

7. OTHER ACTIVITIES AND PROFESSIONAL DUES:

The Associate Principal may accept speaking, writing, lecturing, or other engagements of a professional nature, provided that they do not derogate from or limit the proper performance of her duties as Associate Principal and the Associate Principal has received prior approval of the Superintendent. The Committee shall dedicate \$2,000 dollars per year for payment of dues or membership to relevant professional associations.

8. ANNUAL WORK SCHEDULE

The Associate Principal's work year shall be twelve (12) months, commencing on July 1st of each twelve- (12-) month period covered by this Agreement, less paid holidays, vacations and other leaves authorized by policy or the Superintendent.

9. PERFORMANCE: The Associate Principal shall satisfactorily fulfill all requirements of this Agreement, unless an exception thereto is expressly agreed to by the Superintendent in writing.

10. TERMINATION, DEMOTION AND SUSPENSIONS:

a) In the event that the Associate Principal desires to terminate her employment before the term of this Agreement shall have expired, she may do so with a least ninety (90) days written notice of intent to the Superintendent, provided that the Superintendent accepts said resignation.

b) The Superintendent may dismiss, demote or suspend the Associate Principal for good cause and in accordance with the procedures contained in Massachusetts General Laws, c. 71, §§ 41 and 42D, if such procedures are applicable. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the efficient operation of the school system. The Parties agree that no arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and that arbitral review shall be limited to the question whether such grounds were put forth in good faith.

c) Following termination of this Agreement under sub-sections a) or b), above, the Associate Principal shall be entitled to no further compensation beyond that earned by her but not yet paid as of the date of termination, including accrued but unused vacation, and to no continuation of any benefits except as is required by law.

11. EVALUATION: The Associate Principal will be evaluated by the School Principal.

12. ENTIRE AGREEMENT: This Agreement contains the whole agreement between the District and the Associate Principal and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those expressly contained herein. This Agreement may not be changed, altered, amended, or modified except by a written agreement signed by the Parties.

13. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by a court with jurisdiction 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 this Agreement 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 4th day of April the year 2019..

ATTACHMENT A
WORKING CONDITIONS FOR THE SUPERINTENDENT

A. HEALTH INSURANCE:

The Superintendent shall be entitled to a Town contribution towards a health insurance plan offered by the Town commensurate with other School administrators.

B. WORK YEAR:

The work year shall consist of 12 months less holidays, vacations and authorized paid leave. Workdays will consist of non-holiday weekdays unless prior mutually acceptable arrangement has been made. The Work Year and the Contract Year are the same.

C. VACATION:

The Superintendent will be entitled to twenty-five (25) workdays' vacation per Contract Year. All vacation days will be credited on July 1st on the work year. However, in the event the Superintendent resigns or is separated from employment prior to the end of the Contract Year, vacation days shall be prorated. The School Committee may approve in writing the carryover of up to ten vacation days because the needs of the school and/or the system prevented the administrator from taking all vacation during the Contract Year in which it was earned. In no event shall an administrator's vacation allotment exceed (35) thirty five days in any Contract Year.

D. HOLIDAYS:

The Superintendent will be entitled to the following twelve (12) holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the Friday immediately after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, or any additional holidays that may be identified in the school calendar. In the event that any of these days fall on a Saturday or Sunday, an alternate day may be established by mutual agreement.

E. SICK LEAVE:

The Superintendent will accrue days at the rate of fifteen (15) days per work year with pay, cumulative to one hundred (110) days, as determined on June 30th. Sick Leave may be used for personal illness or injury. Six (6) may be used for family illness as needed, within her accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. The annual allowance will be posted each July 1st. If the administrator has fifteen (15) or more absences in a given year under this provision or five (5) consecutive absences, she shall, if requested, be required to produce medical evidence to support further absences.

F. OTHER LEAVE:

Total other leave, including Bereavement Leave, Personal Business, and Leave for Religious Observance, may not exceed five (5) days per year.

(i) Personal Business:

The Superintendent shall be granted absence from school duties for personal business. Personal business is defined as essential personal matters that cannot be cared for during non-working hours. Such leave is not cumulative from year to year and shall not normally be taken on days immediately preceding or following regular school vacations or holidays during the school year.

(ii) Leave for Religious Observances:

The Superintendent may be granted absence from school duties without the loss of salary for the observances of religious holidays that are not regularly included in the school holiday schedule. If taken, there will be no deduction from the administrator's accumulated sick leave days.

The Superintendent will keep the School Committee informed of any intended absence and will designate another administrator(s) to cover her responsibilities as needed during her time away from the district.