

**HATFIELD PUBLIC SCHOOLS**

**Smith Academy Principal**

**CONTRACT OF EMPLOYMENT**

This contract made May 22, 2019 between the Superintendent of the Hatfield School System, hereinafter referred to as the "Superintendent", and [REDACTED], hereinafter referred to as the "Principal".

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

**1. SUPERINTENDENT'S RIGHTS CLAUSE**

The Superintendent and the Principal agree that the Superintendent shall retain and reserve all the statutory rights, authority and obligations in the administration of the Hatfield School Department and the direction of its employees. All the functions, rights, powers and authority which the Superintendent has now, or may be granted, or have conferred upon himself, including all the customary and usual rights, powers, functions, and authority of an employer, which he has not specifically delegated or modified by this Agreement, are recognized by the Principal to be retained by the Superintendent.

**2. EMPLOYMENT**

The Superintendent hereby agrees to employ [REDACTED] as Principal of Smith Academy for a period to commence as of July 1, 2019 and to end on June 30, 2022.

**3. COMPENSATION**

The Principal hereby accepts such employment at a salary for the period from July 1, 2019 to June 30, 2020 to be \$ 110,000

Salary for FY 21 will be \$112,750

Salary for FY 22 will be \$115,568.75

In addition, up to an annual additional \$1,000 bonus may be granted in each year of this agreement at the discretion of the Superintendent based on the Principal's performance on specific pre-established goals.

**4. DUTIES**

The Principal shall perform faithfully to the best of his ability the duties of Principal of Smith Academy. The Principal hereby agrees to be governed by the policies of the Hatfield School Committee and directives made by the Superintendent, except that any conflict between those policies and this document shall be resolved in favor of this agreement.

## **5. DISCHARGE**

Where good cause exists, the Superintendent may discharge the Principal at any time, thereby terminating this contract prior to the expiration date stated above, provided the Principal has been informed of the charge or charges and cause or causes that form the basis for the proposed discharge, and has been provided the opportunity for a hearing before the Superintendent prior to an official action being taken.

*Good cause*, as used herein, shall include but not be limited to one or more of the following: misconduct, incompetence, inefficiency, conduct unbecoming a Principal, physical or mental incapacity, or insubordination.

Upon termination of this contract, the Principal shall be paid the negotiated amount of the annual salary and other benefits of compensation which would have been due under the contract, but for the termination thereof, for the term or period of service of sixty (60) days in the next period immediately following termination. This benefit does not apply if the contract is not renewed at the expiration of its term. (see Section 2).

## **6. RESIGNATION**

There shall be no penalty for the release or resignation by the Principal from this contract, provided no resignation shall become effective until the close of the school year in which this contract is in effect, or upon sixty (60) days notification from the Principal unless the Superintendent fixes a different time at which the resignation or release is to take effect.

## **7. SALARY DEDUCTIONS**

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

## **8. PRINCIPAL'S CERTIFICATION**

The Principal shall furnish and maintain throughout the term of this contract a valid and appropriate certification qualifying him to act as a Principal in the Commonwealth as required by M.G.L. c. 71, § 38G.

## **9. OTHER ACTIVITIES**

As a condition of employment, the Principal may accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he sees fit with the prior written approval of the Superintendent.

**10. DUTIES**

- A. The Principal shall perform faithfully, to the best of his ability, the duties of Principal as described in the Education Reform Act of 1993, and other duties as may be assigned from time to time.
- B. The Superintendent shall promptly refer to the Principal, for awareness, all criticisms, complaints and suggestions with respect to the performance of the Principal as are brought to his attention. The Principal shall investigate and consider the same, and report thereon to the Superintendent as soon as practicable thereafter. The Superintendent or designee may assume the responsibility of investigation.

**11. REIMBURSEMENT FOR EXPENSES**

The Principal shall be reimbursed for all budgeted expenses reasonably incurred in the performance of his duties under this contract. Some examples of such expenses are: costs of transportation and attendance at appropriate and pre-approved local and state meetings and conferences, dues resulting from pre-approved membership in related associations, and legal fees incurred as a result of any action brought against him which arises out of his employment with the Hatfield School System with the exception of intentional torts and criminal actions.

**12. STATE RETIREMENT SYSTEM**

The Principal shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, § 2.

**13. WORK YEAR, VACATIONS, HOLIDAYS**

**A. WORK YEAR**

The work year shall consist of twelve (12) months a year except for vacation and holiday periods as described herein.

**B. VACATIONS**

- 1. During the life of this contract, the Principal shall be entitled to Twenty-five (25) days paid vacation to be taken between July 1st and June 30<sup>th</sup>. He shall be allowed up to five (5) days to be carried over from the previous year allowing for up to thirty (30) days to be utilized in any one year.
- 2. No more than 10 days may be taken in succession without prior approval of the

- Superintendent. Normally, vacation time is not taken when school is in session.
3. All accumulated vacation time will be paid to the Principal in the next pay period following resignation or retirement at the then in effect per diem rate of pay.

### **C. HOLIDAYS**

The Principal shall be entitled to the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

## **14. LEAVES AND ABSENCES**

### **A. SICK LEAVE**

The Principal shall be entitled to sick leave in an amount equal to, but not in excess of, twenty (20) days each year. The Principal is allowed to accumulate unused sick leave up to two hundred and twenty (220) days.

### **B. PATERNITY LEAVE**

The Principal will be granted paternity leave in the Hatfield School System in accordance with the provisions of M.G.L. c. 149, § 105D and the F.M.L.A. of 1993. Paternity leave shall be either up to eight (8) weeks or up to eight (8) weeks and extended child rearing leave to the beginning of the next fiscal year. A leave notice, in writing, must be submitted to the Superintendent at least thirty (30) days before the anticipated date of departure. Tentative dates of intention to return should also be indicated at this time. Final choice of either up to eight (8) weeks or up to eight (8) weeks and extended child rearing leave to the beginning of the next fiscal year must be made within one (1) week after the termination of pregnancy.

### **C. FAMILY ILLNESS LEAVE**

The Principal may use up to three (3) sick days per fiscal year for illness of immediate family members, persons who are a member of the Principal's household, step-relatives, or others at the sole discretion of the Superintendent.

### **D. PERSONAL LEAVE**

The Principal will be allowed two (2) personal days per fiscal year.

1. Except in an emergency, the Superintendent shall be notified of the Principal's intent to take a personal day at least forty-eight (48) hours in advance of taking said leave.
2. Personal days shall not be taken the day before or after a weekend or holiday, and shall not be used to extend a vacation period.
3. The Superintendent shall have the sole discretion to grant a third personal day upon request, or the discretion to waive the prohibition against taking a personal day the day before or after a weekend or holiday, or to extend a vacation.

#### **E. VISITATION DAY**

The Principal may visit other schools for the purpose of viewing programs and/or conferring with respect to organizational concerns which might prove beneficial to the Hatfield School System with the written prior approval of the Superintendent.

#### **F. COURT APPEARANCES**

The Principal shall be granted paid leave to appear in a legal proceeding, pursuant to a court order, except when the court order is caused by the Principal's out of school employment or other non-school related matters. Legal actions against the Hatfield School System or its agents shall not entitle the Principal to a temporary leave, nor shall being a defendant in a criminal action, if the Principal is found guilty.

#### **G. BEREAVEMENT LEAVE**

The Principal shall be allowed up to five (5) days paid leave following the death of a spouse, parent, child, brother, sister, or a member of the Principal's household.

#### **H. ABSENCE REQUIRED BY SUPERINTENDENT**

The Principal shall be allowed any absence pursuant to requirement of the Superintendent.

#### **I. ABSENCE DUE TO MILITARY SERVICE**

1. Temporary Active Duty  
The Principal shall be allowed up to (10) days of leave for the purpose of Temporary Active Duty in the US Reserve or National Guard. Whenever possible, this duty shall be exercised when school is not in session. During these periods of absence, the Principal's salary shall be the regular administrative pay less certified duty pay including allowances.
2. Induction or Recall Military Leave  
The Principal shall be granted leave for the purpose of induction or recall to duty in the U.S. armed forces in accordance with the rights accorded law and regulations.

## **J. UNPAID LEAVES OF ABSENCE**

1. An unpaid leave of absence of up to six (6) months may be granted to the Principal for the purpose of caring for a sick member of the Principal's immediate family, defined as father, mother, spouse, or child.
2. Upon returning from a leave of absence, the Principal will return to the same compensation as was previously enjoyed prior to the leave.
3. After three (3) years of continuous employment as an administrator in Hatfield, the Principal may be granted unpaid leave of absence for up to one (1) year at the discretion of the Superintendent of Schools. Requests for such leave shall be in writing to the Superintendent of Schools.
4. All benefits to which the Principal was entitled at the time the leave commenced, including accumulated sick leave, will be restored to the Principal upon return from the leave, and he will be assigned to the same position which was held at the time such leave commenced, if available, or, if not, a substantially equivalent position.
5. All requests for extension or renewals of leaves will be applied for in writing and granted or denied in writing.
6. The Superintendent may, at his discretion, add other leaves of absence without pay, including leaves for the purpose of higher education.

## **K. TELECOMMUTING**

The Principal shall be allowed to telecommute for up to ten (10) work days during the months of July and August and on individual workdays during the scheduled school year with previous approval of the Superintendent. The Principal waives all rights to claim under workman's compensation for any injuries the principal may undergo while telecommuting from home.

## **15. PERSONAL INJURY BENEFITS**

Should the Principal be absent from work as a result of a personal injury caused by an accident or assault occurring in the course of employment or arising out of his employment, he will be paid his full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence up to the amount of accumulated sick leave. The difference in pay between the worker's compensation award and full pay will be charged to the Principal's annual and/or accumulated sick leave.

## 16. INDEMNIFICATION

If criminal proceedings are brought against the Principal alleging that he committed a wrong in connection with his employment, the School Committee will indemnify the Principal in accordance with Chapter 258 of the Massachusetts General Laws.

## 17. RETIREMENT

Should the Principal retire with at least ten (10) years of service to the Hatfield School system, he shall receive twenty dollars (\$40) per day up to a maximum of one hundred (100) days for unused sick leave at the time of retirement (maximum \$4000).

A decision to retire must be filed, in writing, to the Superintendent prior to February 1 of the school year in which the retirement is to become effective. Failure to so notify will delay the payment until the next fiscal year in which the School Committee may budget for such payment.

## 18. PERFORMANCE

Guided by the Department of Elementary and Secondary Education's state-wide model evaluation system, all principals will be evaluated consistent with adopted regulations aimed to improve student learning. Principals will be evaluated in each of four standard areas including:

- 1) Instructional Leadership
- 2) Management and Operations
- 3) Family and Community Engagement
- 4) Professional Culture.

Within each standard, there are twenty indicators and forty-two elements that describe each standard in more detail. Under the new system, all principals will receive one of four ratings, as follows:

- 1) Unsatisfactory
- 2) Needs Improvement
- 3) Proficient, and
- 4) Exemplary.

Rubrics that define each standard, indicator and element can be found in the model system (see School-Level Administrator Rubric).

Timeline:

The principal will be evaluated within a five-step evaluation process, on an annual or every-other-year basis based on the plan the principal is on. The annual schedule is as follows:

Late Spring/Summer	Cycle Step 1: Principal's Self-Assessment
Summer (after MCAS data Release) by October 1	Cycle Step 2: Analysis, Goal Setting, and Administrator Plan Development
Throughout the Year	Cycle Step 3: Plan Implementation and Collection of Evidence
By February 1	Cycle Step 4: Mid-Cycle Goals Review
By June 30	Cycle Step 5: End-of-Cycle Summative Evaluation

\*Note: Each of these cycles is clearly outlined and delineated in the Implementation Guide for Principal Evaluation.

### Goals:

Under the Massachusetts Model, goals will be set during Cycle Steps 1 & 2. These goals should be as follows:

- One related to improving student learning
- One related to the principal's professional practice
- Two to four goals related directly to school improvement priorities (connected to school improvement plans) for the year and aligned with district priorities

For each, goals will be written in SMART format. As such, the principal will identify key actions, timelines, and benchmarks that will be used to assess progress in achieving the goal.

### Performance:

Performance will be evaluated twice a year.

- 1) The first will occur during Cycle Step 4: Mid-Cycle Goals Review. During this review the superintendent and principal will prepare a progress report. This progress report will document whether progress made towards each goal is a) On Target, b) Off Target, or c) Not Started. This review will include both a goals review report and a formative assessment report.
- 2) The second will occur during Cycle Step 5: End-of-Cycle Summative Evaluation. During this step, the principal will submit an End-of-Cycle Progress Report. Each



goal area will be evaluated as a) Did Not Meet, b) Some Progress, c) Significant Progress, d) Met, e) Exceeded. In addition, an overall analysis and commentary on each standard and indicator will be provided by the principal. Finally, the principal will provide an assessment on the impact on student learning with evidence and analysis, identifying impact as a) low, b) moderate, or c) high. The superintendent will review all this information with the principal and provide an End-of-Cycle Summative Evaluation Report. This report will include an assessment of performance on goals as a) did not meet, b) some progress, c) significant progress, d) met, or e) exceeded. In addition, each standard (I – IV) will be evaluated as a) unsatisfactory, b) needs improvement, c) proficient, or d) exemplary. Finally, ratings for each standard indicator will be evaluated, with accompanying commentary, as a) unsatisfactory, b) needs improvement, c) proficient, or d) exemplary.

### Improvement:

#### A. Mid-Cycle Goals Review:

A principal can be placed onto probation if, at Cycle Step 4: Mid-Cycle Goals Review, progress is determined to be Off-Target or Not-Started on two or more (of up to six) goals with at least one pertaining to improving student learning or school improvement targets. If a principal is placed on probation, a written summary by the superintendent will be provided to the principal a) outlining the rationale for the ratings, and b) outlining expectations pertaining to these goal areas.

If a principal is placed on probation as a result of the Cycle Step 4: Mid-Cycle Goals Review, it will be expected that the superintendent will meet with the principal twice prior to the conclusion of the annual evaluation cycle. The first will occur 60 days following the Cycle Step 4: Mid-Cycle Goals Review, or no later than April 30. The second will occur during the Cycle Step 5: End-of-Cycle Summative Evaluation, by June 30. If during the Cycle Step 5: End-of-Cycle Summative Evaluation it is determined that the principal a) Did Not Meet, or only made b) Some Progress on two or more (of up to six) goals, OR, is evaluated as Unsatisfactory on two (or more) of four standard areas, the superintendent can provide 30 days notice of termination of this contract.

#### B. End-of-Cycle Summative Review

A principal can be put on the 30 day probationary period if during Cycle Step 5: End-of-Cycle Summative Evaluation progress is determined to be Off-Target or Not-Started on two or more (of up to six) goals with at least one pertaining to improving student learning or school improvement targets are evaluated as Did Not Meet. In addition, a principal may be placed on the 30 day probation period if on two (or more) of four standard areas the principal's performance is determined to be Unsatisfactory.

If placed on a 30-day probationary period, the superintendent will set clear expectations pertaining to remedial activities. If, at the end of the 30-day probationary period, the superintendent determines that inadequate progress has been made, the principal's contract can

be immediately terminated. If the superintendent determines that adequate progress has been made, the principal will be move back into the full annual evaluation cycle.

**19. MEDICAL INSURANCE**

The Blue Cross-Blue Shield Plan, HMO or other applicable Health Insurance Program available to employees of the Hatfield School Committee shall be made available to the Principal on the same terms and conditions as is applicable to other employees of the district.

**20. ENTIRE AGREEMENT.**

This contract embodies the whole agreement between the Superintendent 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 changed except in writing and signed by the party against whom enforcement thereof is sought.

**21. INVALIDITY**

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

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

BY:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
5/22/19  
Date

BY:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
5/22/19  
Date