

**North Adams Public Schools  
High School Principal  
Administrative Letter of Employment**

THIS AGREEMENT, made as of July 1, 2017, by and between the North Adams School Committee and \_\_\_\_\_ (hereinafter referred to as "Principal") agree to this Letter of Employment and the School Committee policies regarding administrative compensation, duties, and benefit entitlements.

This agreement will continue in full force and effect until a successor is executed by the School District and the Principal.

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

1. EMPLOYMENT: The Committee hereby employs \_\_\_\_\_ Principal for the School District, and he hereby accepts employment on the following terms and conditions:
2. TERM: The Principal shall be employed commencing on July 1, 2017 and terminating on June 30, 2020. Any extension of renewal of this contract shall be in accordance with the provisions of the Education Reform Act.
3. COMPENSATION: The Principal shall be paid an annual salary of \$93,380.00 effective July 1, 2017 through June 30, 2018; and subsequent salaries TBD. Payable in equal installments convenient to the parties, but not less often than once every two weeks. This annual salary includes all longevity payments due to the employee.

This salary may be reduced upon his demotion by the School Committee, an administrative reorganization, or a transfer to another position or assignment.

4. DUTIES AND RESPONSIBILITIES: The Principal shall perform faithfully, to the best of his ability, the duties of Principal, and other duties as may be assigned from time to time by the Superintendent of Schools or by direction of the School Committee.

The Principal recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position and will expend the time and effort necessary to effectively achieve the goals and purposes of the North Adams Public Schools. Other duties may be assigned from time to time by the Superintendent of Schools or by direction of the School Committee.

5. PROFESSIONAL ACTIVITIES: The Principal may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties.
6. ANNUAL WORK SCHEDULE: The work year for the Principal is twelve (12) months commencing July 1st of each contract year and ending the following June 30th. The



Principal shall be entitled to a total of twenty (20) days of vacation leave per contract year. Vacation leave shall be credited on the first day of the contract year in anticipation of the Principal's continued employment for the full contract year and may be used on that basis. If the Principal's employment with the District ends prior to the completion of the full contract year, the Principal shall repay the District for all vacation days that had been credited in advance and used, but that had not been accrued at the time the Principal's employment with the District ends. All vacation must be used by June 30th of year of the contract (may not be carried over into subsequent contract years).

7. INSURANCE: The Principal shall pay the same family and individual health insurance percentage splits as all City employees, for health insurance of the type available to City employees and including any improvements provided to the other City employees during the life of this Agreement.

The Committee shall pay sixty percent (60%) of the cost of a \$10,000 life insurance plan of the type presently available to Principals. Principals may purchase additional term life insurance of the type presently available as provided by Chapter 32B of the General Laws of the Commonwealth. The cost of such additional insurance will be borne entirely by said Principal.

8. ANNUITY PLAN: The Principal shall be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
9. TEMPORARY LEAVE: The Principal shall have available three (3) personal days. Application for personal days shall be made at least twenty-four (24) hours before taking such leave (except in the case of an emergency). Personal days not used during the school year shall accrue as sick days and be combined with the accumulation of sick days as provided herein. In addition, temporary leave may be granted for the following reasons:

- (1) Time necessary, at the discretion of the Superintendent, for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- (2) Time to participate in certain specific community activities directly related to the person's professional responsibilities or of direct and substantial benefit to the Superintendent and with his prior approval
- (3) Time necessary for appearances in any legal proceeding connected with their employment or with the school system or as mandated by G.L. Chapter 234, Section 1B.

10. SICK LEAVE: The Principal shall have available, when illness makes attendance at work impossible, up to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not he reports for duty on that day, provided the Superintendent of Schools has been advised of said bona-fide illness. Sick leave may be accumulated from year to year with no maximum limit. Sick leave accumulations of record will be honored.

In addition to personal illness or injury, sick leave may be utilized for three (3) days when emergency illness or injury in the family requires the Principal to make



arrangements for necessary medical and/or nursing care, a maximum of ten (10) days per year for critical illness in the immediate family, and any other reason approved by the Superintendent.

11. BEREAVEMENT LEAVE: Up to five (5) working days, to begin within two (2) working days of death, in the event of the death of a Principal's spouse, child, parent, or sibling (including step relationships). The Principal will be granted three (3) days, to begin within two (2) working days of death, in the event of the death of the Principal's grandfather, grandmother, brother-in-law, sister-in-law, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law or grandchild. The Principal will be granted one (1) day, for the funeral of a niece, nephew, grandfather, or grandmother of the Principal's spouse. The Superintendent of Schools has the discretion to grant a paid absence from work to the Principal in the event of the death of the Principal's aunt or uncle up to a maximum of three (3) days, to begin within two (2) working days of death, and one (1) paid day to attend the funeral in the event of the death of an aunt or uncle of the Principals' spouse. The Superintendent may, at his discretion and for good reason, permit such leave to be taken and some time other than as specified.
12. EDUCATIONAL IMPROVEMENT: Upon presentation of evidence showing successful completion and proof of payment, the Principal shall be reimbursed fifty percent (50%) of the registration and tuition costs of courses, exclusive of correspondence courses, in the Principal's area(s) of specialization at an accredited college or university which are taken with the advance approval of the Superintendent of Schools. Such approval shall not be unreasonably withheld. No payment shall be made where it has been determined that the Principal has received payment from another source.

For the attendance of workshops, seminars, conferences or other professional improvement sessions at the request and/or with recommendation of the Superintendent, the Principal shall be paid for reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by the Principal. A specific sum will be budgeted each year for this purpose.

13. PERSONAL INJURIES AND OTHER BENEFITS: If the Principal, because of injury sustained in the course of and arising out of his employment, is receiving benefits under S34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Worker's Compensation Act), the Committee shall pay to such Principal each pay period so long as such Principal is receiving benefits under said S34, and has accumulated sick leave, an amount equal to the difference between the Principal's regular salary at the time of such injury and the amount of indemnity being received by the Principal. The difference between the Principal's salary and the amount of the weekly indemnity shall be deducted from the accumulated sick leave of the Principal. If all sick leave has been exhausted, the Principal shall only receive pay which is provided for under S34 of Chapter 152, M.G.L. If the illness or injury of a Principal comes within the purview of both this section and the section concerning Severance Pay, it shall be deemed to come within the purview of this section, and such Principal shall not be paid any benefits pursuant to Severance Pay for such illness or injury, except as provided in the preceding paragraph.



The School Committee shall reimburse the Principal for any clothing or other personal property damaged, destroyed, or stolen while directly involved in the course of his employment.

The School Committee shall reimburse Principal for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of his employment.

The Principal shall be entitled to all benefits currently available to school system employees generally, such benefits not to reduce the benefits expressly provided herein.

14. PERFORMANCE: The Principal shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the Principal and the Superintendent of Schools in writing
15. SEVERANCE PAY: After a minimum of fifteen (15) years of service in the North Adams Public Schools the Principal upon retirement shall be paid at a rate of \$20.00 per day for up to 299 days and for 300 or more days \$25.00 per day.
16. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Principal 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 local, state, and national meetings and conferences.  
  
The rate of reimbursement for the Principal's travel for required school business outside city limits in his personal car shall be in accordance with rates established by the City of North Adams.
17. BENEFITS: The Principal shall be entitled to other employment benefits as outlined in the School Committee policies, which are incorporated into this Agreement by reference thereto.
18. TERMINATION: In the event that said Principal desires to terminate this contract before the term of services shall have expired, he may do so by giving at least a 90-day notice of his intention to the Committee. The District may dismiss, or suspend the Principal at any time for good cause and in accordance with the procedures contained in the Massachusetts General Laws.
19. EVALUATION: The Superintendent of Schools shall evaluate the performance of the Principal at least annually by July 1st. Evaluation shall be based upon duties and responsibilities contained in the Principal's job description, applicable School Committee policies, policies and directives of the Superintendent, and in accordance State law using the Educator Evaluation Model for School Level Administration.
20. INVALIDITY: If any paragraph, section or part of this contract is invalid it shall not affect the remainder of said contract, but said remainder shall be binding and effective on all parties.



21. CERTIFICATION: The Principal shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Principal in the Commonwealth, or a currently approved waiver.
22. RELATIONSHIP BETWEEN PRINCIPAL AND SUPERINTENDENT: The Principal shall meet with the Superintendent at least once each year for the purpose of discussing with the Superintendent his job description and performance as well as the working relationship between the Principal and the Superintendent.
23. PROTECTION AND INDEMNIFICATION: In the event that a complaint, claim, or other demand is lodged against an Principal by any person, firm or entity, including the Commonwealth, because of an act or omission of the Principal, which act or omission occurs in the course of and arises out of the Principal's employment by the Committee, and which act or omission does not constitute willful misconduct or a criminal act, the Committee agrees that it shall indemnify and save harmless said Principal against any and all liability, loss, damages, costs, and expenses incurred by the Principal arising out of said act or omission. In such circumstances the Committee shall provide legal counsel or reimburse the Principal for reasonable legal fees incurred by him at the discretion of the Committee.
24. ENTIRE AGREEMENT: This contract embodies the entire contract between the Committee and the Principal and that there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract will not be changed except by a writing signed by the party against whom enforcement thereof is sought.
25. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed on and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this 25th day of April in the year 2017.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Principal

Approved as to form and execution this 16 day of June, 2017.

\_\_\_\_\_  
City Solicitor