

*Smith Vocational and Agricultural High School
Northampton, MA*

EMPLOYMENT CONTRACT

This Agreement made as of June 13, 2017, by and between the *SMITH VOCATIONAL AND AGRICULTURAL HIGH SCHOOL BOARD OF TRUSTEES* (hereinafter referred to as the "Board") and (hereinafter referred to as the "Superintendent/Director.")

- 1) **EMPLOYMENT:** The Board hereby employs ~~Andrew H. Linkenohl~~ as the Superintendent/Director of Smith Vocational and Agricultural High School (hereinafter "Smith"), and the Superintendent/Director hereby accepts employment. This Contract, and the Superintendent/Director's employment are coterminous.
- 2) **TERM:** The Superintendent/Director shall be employed for a four (4) year period, commencing July 1, 2017 through June 30, 2021. The Board shall give sixty (60) days notice if it intends to renew this contract, and reappoint the Superintendent/Director at the expiration of the contract.

Notwithstanding any implemented change to the structure and/or governance of Smith, the Superintendent shall be paid until the expiration of this contract in 2021.

- 3) **SALARY:** In consideration of an annual salary, Superintendent/Director agrees to perform faithfully the duties of Superintendent/Director of Smith Vocational and Agricultural High School. The annual salary shall be paid in bi-weekly installments in accordance with the policy of the Board governing payment of other professional staff members in the School.

The salary for the four (4) year (July 1, 2017-June 30, 2021) contract shall be as follows subject to required and voluntary deductions, and not be reduced.

1. July 1, 2017 – June 30, 2018 \$119,000
2. July 1, 2018 – June 30, 2019 \$120,190
3. July 1, 2019 – June 30, 2020 \$121,392
4. July 1, 2020 – June 30, 2021 \$122,606

The Superintendent/Director and the Board shall enter into negotiations for additional salary increases contingent upon the annual performance evaluation and the fiscal condition/available financial resources of the City of Northampton and Smith.

- 4) **OTHER BENEFITS:**
 - a) **Cell phone:** The Superintendent/Director shall be given a \$40 per month cell phone allowance.
 - b) **Professional Improvement:** The Superintendent/Director is encouraged to be active in his

relevant national, regional, state and local professional associations. He is encouraged to attend professional conferences, workshops and meetings relevant to his duties as Superintendent and will be reimbursed for reasonable dues and expenses incurred in connection therewith. The Board agrees that the Superintendent/Director will be permitted to attend national conferences. The Superintendent/Director shall notify the chairperson of the Board at least four (4) weeks in advance of such attendance during the workweek.

- c) *Reimbursement Expenses:* The Board shall reimburse the Superintendent/Director for all expenses reasonably incurred in the performance of his duties under this contract. The Board shall approve expenses prior to their payment.

The Superintendent/Director will be reimbursed for mileage at the prevailing rate of the City of Northampton for any travel, in-state or out-of-state, incurred in the performance of his duties for Smith Vocational and Agricultural High School. In town travel is excluded from this mileage benefit.

- c) *Sick Leave:* The Superintendent/Director will receive fifteen (15) days of sick leave credited up front upon effective date of employment. Additional accrual of sick leave will begin on the anniversary date of hire in the second year of employment at the rate of one and one-quarter (1 ¼) days per month for each month worked with no limit. Sick leave may also be used for emergency leave for illness in the immediate family of the Superintendent/Director, which requires presence for a period not to exceed five (5) working days. Immediate family, for purposes of sick leave, shall mean spouse, father, mother, and child of the Superintendent/Director.

In the case of retirement or death of the Superintendent/Director, he, or his estate shall be eligible to receive up to the amount of money equal to one-third (1/3) of his accrued sick time based on 1/260th of his current salary as Superintendent/Director; however, such payout will be subject to a maximum payment cap of \$5,500.

Three (3) emergency days will be allowed each year. Such leave will be deducted from sick leave.

- d) *Bereavement Leave:* In the event of death in the immediate family of the Superintendent/Director, the Superintendent/Director will be granted leave with pay up to three (3) working days, except in the case of death of the Superintendent/Director's spouse, or child, paid leave of up to five (5) working days will be granted. Such leave shall not be charged to sick leave or vacation leave.

The immediate family is defined as father, mother, sister, brother, stepchild, foster child, grandchild, step parent, foster parent, or person domiciled in the employee's household. If the Superintendent/Director does not attend the funeral, only one (1) working day's absence with pay will be allowed.

In case of death of the following relative, two (2) days of paid leave shall be allowed: father-in-law, mother-in-law, and grandparents (Superintendent/Director's).

In case of death of the following relative, one (1) day of paid leave shall be allowed: brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

- e) *Vacation*: The Superintendent/Director will have twenty-five (25) working days of vacation per year, plus legal holidays which will not be deducted from vacation time.
- f) *Vacation Carryover*: Such carry over, as of the last day of the fiscal year shall not exceed twenty-five (25) days of vacation, and the total amount that can be accrued at any time is twenty-five (25) working days.

When the Superintendent/Director's service terminates, he shall receive payment for unused vacation leave earned but not used; however, it is understood and agreed that such amount shall not exceed twenty-five (25) days.

- g) *Personal Days*: Three (3) personal days will be allowed each year. These days are not to be subtracted from regular sick leave, but if unused may be added to sick leave at the end of the contract year or upon retirement of the Superintendent/Director.
- h) *Paid Holidays*: It is acknowledged that the Superintendent/Director will have paid holidays which are available to all teachers at Smith to include:

½ Day before New Year's Day (Provided it is a regular work day)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day	½ Day before Thanksgiving
Patriots' Day	Thanksgiving Day
Memorial Day	Day Following Thanksgiving
Independence Day	Last Scheduled Day before Christmas
	Christmas Day

These holidays will not be deducted from other leave. The paid holidays that fall on a Sunday will be celebrated on Monday, and those that fall on a Saturday will be celebrated on the previous Friday.

- 5) **LEAVE OF ABSENCE**: Any request for a leave of absence, or the extension or renewal of such leave, shall be submitted in writing to the Board. Approval or disapproval shall be solely at the discretion of the Board.
- 6) **TAX SHELTERED ANNUITY**: The Board, at the request of the Superintendent/Director and when in accordance with State statutes, shall withhold and transfer an amount of salary annually or semi-annually, or as the Superintendent/Director may request, said amount to be determined by Superintendent/Director, permitting the Superintendent/Director to participate, if he so desires, in a tax-sheltered annuity program of his choosing.
- 7) **MISCELLANEOUS PAYROLL DEDUCTIONS**: The Superintendent/Director may authorize the

deduction of various amounts from his paycheck; such deductions include, but are not limited to United Way, payroll direct deposit, etc.

- 8) **INSURANCE:** During the term of this contract, the Board agrees to pay that percentage of the premiums for hospital and medical coverage in the City of Northampton's group plans provided through a health maintenance organization consistent with the percentage of contribution that is established by the City of Northampton for the employer contribution. Upon retirement, the Superintendent/Director will be entitled to participate in the health insurance benefits offered to all retirees in the City. Such participation shall be pursuant to the same rules and procedures applicable to all eligible City retirees.
- 9) **PROTECTION:** Indemnification of the Superintendent/Director for expenses or damages in connection with civil proceedings shall be in accordance with General Laws, Chapter 258. The Board agrees that it will use all reasonable means to arrange for insurance to cover him for expenses or damages sustained by him by reason of an action or claim against him arising out of any lawful acts done by the Superintendent/Director while acting within the scope of his employment for which the Board is authorized to indemnify under General Laws, Chapter 258.

If the Superintendent/Director is disabled from working as the result of an injury suffered in the course of his employment, he will, during the period of his disability, in addition to any workmen's compensation benefits received by him, receive such additional amount so that the Superintendent/Director will not incur loss of salary, the amount to be deducted from sick leave. When sick leave is totally exhausted, only workmen's compensation will be paid. The Board shall have the right to receive periodic medical examinations of the Superintendent/Director by a physician of the Board's choice to verify the continued disability.

- 10) **TERMINATION:** Termination by the Superintendent/Director shall take place by giving at least a sixty (60) day written notice of the intention to terminate this contract. Written notice shall be by registered mail to the residence of the Chairperson of the Board.

This contract may be terminated by the Board as set forth below:

- a. By giving sixty (60) days written notice of the termination to the Superintendent/ Director by registered mail to the residence of the Superintendent/Director. In lieu of such notice, the Board may pay the Superintendent/Director his salary for sixty (60) days, and not have the Superintendent work for those sixty (60) days.
 - b. By giving written notice of immediate termination when the Superintendent has committed an act of gross misconduct or been charged with a crime.
- 11) **DUTIES AND RESPONSIBILITIES OF THE SUPERINTENDENT/DIRECTOR:** Both parties agree that said employee shall perform the duties of the Superintendent/Director of Smith Vocational and Agricultural High School, as prescribed by the Laws of the Commonwealth of Massachusetts and by the rules and regulations made there under by the Board of Trustees. He shall perform his duties competently and consistent with all applicable state and federal laws and regulations, policies of the Board and procedures and regulations of the City of Northampton.

The Superintendent/Director is employed on a twelve (12) month basis, and is expected to attend

any and all meetings necessary to carry out his duties. It is agreed by the Superintendent/Director that he will furnish, throughout the life of this contract, a valid and appropriate certificate to act as Superintendent/Director in the Commonwealth of Massachusetts as directed by the Board and that the Superintendent/Director agrees to devote his time, skill, labor and attention to said employment during the term of this contract. While the Superintendent/Director may undertake consultative work, speaking engagements, writing lecturing, or other professional duties and obligations, which do not interfere with his faithful and competent performance of his duties, he must seek the approval of the Board prior to doing so.

The Board, with input from the Superintendent/Director shall develop an evaluation instrument which is consistent with 603 CMR sect. 35.00, et seq. The Board shall evaluate the performance of the Superintendent/Director by June 30 of each contract year.

- 12) **COLLECTIVE BARGAINING:** Collective bargaining will be conducted by a negotiator for the Board. The Superintendent/Director will not be the negotiating agent for the Board but will work closely with the negotiating agent particularly during collective bargaining with teachers and administrators.
- 13) **RIGHTS OF THE BOARD:** The Board is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as elected representatives of the citizens of Northampton, the Board has the responsibility for establishing the educational policies and responsibility for setting standards for the efficient and economical operation of the school system. The Board has the final responsibility for establishing the educational policies of the Smith Vocational and Agricultural High School, as well as approving the budget.

Nothing in this contract shall be deemed to derogate or impair the powers, rights or duties conferred upon the Board by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way construed as limited to, the subjects mentioned in this Agreement.

As to every matter expressly not covered by this Agreement and expressly or directly modified by clear language in a specific provision of this Agreement, the Board retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

- 14) **RELATIONSHIP BETWEEN BOARD AND SUPERINTENDENT/DIRECTOR:** The Board shall meet with the Superintendent at least on one occasion during the first year of this contract for the purpose of discussing with the Superintendent/Director his performance up to that date, and goals as well as the working relationship between the Board and the Superintendent/Director. Specific details of the goals will be established annually and be retained in written form by both the Superintendent/Director and the Board.
- 15) **APPLICABLE LAW AND VENUE:** This contract and all matters or issues related to the Superintendent/Director's employment shall be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed entirely within the Commonwealth of Massachusetts. Any action to enforce this Agreement shall be brought

exclusively in the state or federal courts of competent jurisdiction located within the Commonwealth of Massachusetts. The proper venue for any such action is in Hampshire or Hampden County.

- 16) **ENTIRE AGREEMENT:** This contract embodies the whole agreement between the Board and the Superintendent/Director, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This contract may not be changed or added to except by writing signed by the party against whom enforcement thereof is sought.
- 17) **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.

6/30/17
DATE

BOARD OF TRUSTEES

7.10.17
DATE

BOARD OF TRUSTEES

7/10/17
DATE

BOARD OF TRUSTEES

DATE

MAYOR

7/11/17
DATE

SUPERINTENDENT/DIRECTOR

6/30/17
DATE

7-13-17
DATE

CITY SOLICITOR

DATE