

**EMPLOYMENT AGREEMENT**  
between the  
**BELCHERTOWN PUBLIC SCHOOLS**  
and  
[REDACTED], PRINCIPAL

This Employment Agreement (hereinafter referred to as this "Agreement") is made between the Belchertown Public Schools (hereinafter referred to as the "District") and [REDACTED] (hereinafter referred to as the "Principal"). For mutual consideration expressed herein, the parties agree as follows:

1. **EMPLOYMENT:** The District hereby agrees to employ [REDACTED] as the Principal of [REDACTED], and the Principal accepts such employment, on the terms and conditions contained in this Agreement.

2. **ASSIGNMENT:** At the inception of this Agreement, the Principal is hereby assigned to the [REDACTED].

3. **DURATION:** The Principal shall be employed as the Principal for a period of three (3) years, from July 1, 2019 through June 30, 2022, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. Each year of the Agreement is referred to herein as a "Contract Year" (Contract Year 1: July 1, 2019 through June 30, 2020; Contract Year 2: July 1, 2020 through June 30, 2021; and Contract Year 3: July 1, 2021 through June 30, 2022).

4. **COMPENSATION:** Beginning on July 1, 2019, the Principal shall be paid an annual salary of \$96,000 year one. This salary shall be payable in equal installments in accordance with the rules governing payment of other professional staff in the Belchertown Public Schools. The Superintendent of the Belchertown Public Schools and the Principal may negotiate a change in the Principal's annual salary for years 2 and/or 3 of this Agreement and may include an additional merit increase not to exceed 2.5% annually. The Principal may receive an annual bonus not to exceed 2% exclusive of annual salary. The annual salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. If applicable, the annual salary will be prorated for work of less than a full Contract Year.

**5. WORK YEAR AND LEAVE BENEFITS:**

5.1 **Work Year:** The work year for the Principal is between July 1<sup>st</sup> and June 30<sup>th</sup> of each Contract Year. The Principal shall devote her full time, skill, labor and attention to the discharge of his duties as Principal for the Belchertown Public Schools.

**5.2 Sick Leave:** The Principal shall receive fifteen (15) days of sick leave per year to cover for personal illness or injury. The Principal may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of 222 days.

**5.3 Holidays:** The Principal shall not be required to work on the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Day before Thanksgiving Day
Good Friday	Thanksgiving Day
Patriots' Day	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day After Christmas
	Floating Holiday

Also, one full day before New Year's Day, provided that December 31<sup>st</sup> and January 1<sup>st</sup> fall on a scheduled work day.

**5.4 Personal Leave:** The District may grant the Principal up to three (3) personal days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Principal's work day or for emergencies. Requests for such leave must be submitted in writing to the Superintendent not less than forty-eight (48) hours before the absence occurs, whenever possible. Such leave will be allowed only when approved by the Superintendent. Unused personal leave at the end of a Contract Year shall be added to the Principal's accrued sick leave.

**5.5 Vacation Leave:** The Principal shall receive each contract year twenty five (25) working days of vacation, which shall be credited on the first day of each contract year. The Principal may carry over up to ten (10) vacation days to the following year. In the event that this Contract is terminated for any reason prior to its expiration date, the Principal's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. Any additional unused vacation days shall be deemed waived.

**5.6 Bereavement Leave:** The Principal will be allowed up to three (3) bereavement days with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Principal's brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild or other person residing in the Principal's household. The Principal shall be allowed up to five (5) bereavement days with pay for the death of a spouse, child, or parent. The District may grant the Principal up to one (1) bereavement day with pay per to attend the funeral/memorial service for the Principal's aunt or uncle. Two (2) additional days shall be granted for the death of an immediate family member requiring travel in excess of two hundred (200) miles. Additional bereavement leave may be granted by the Superintendent.

**5.7 Statutory Leaves of Absence:**

A. Notwithstanding anything in this Agreement to the contrary, any unit member

may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").

B. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

C. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

D. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.

E. Domestic Violence Leave (DVLA) – The Belchertown School Committee shall abide by the Domestic Violence Leave Act (DVLA) in accordance with M.G.L. c.149, §52E; a copy of the law may be obtained from the Superintendent's office and shall be posted in a central location.

**5.8 Snow Days/Emergency Closure:** The Principal will be on call on snow days, or when school is closed due to inclement weather or other emergency reasons. If the Principal is not required to report to work, there will be no loss of pay.

**5.9 Jury Duty:** If the Principal is required to be absent from work because of jury duty, he shall continue to be paid his regular salary during the period of time that he is on jury duty minus any remuneration received for such service. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

#### **6.0 Parental Leave:**

A. **Childbirth and Pregnancy Related Leave.** Paid leave for the employee who

gives birth to a baby is available as outlined in the preceding section, based upon documented medical need subject to the employee having available sick leave.

**B. Adoption.** Employees will be granted a leave of up to eight (8) weeks for the purpose of adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled. If the adoption agency requires and certifies that an adopting parent must stay home with the child, then the employee will be paid up to thirty (30) school days of sick leave during that school year if the employee has unused sick leave in his/her account. A written notice must be submitted by the employee to the Superintendent or his/her designee at least two (2) weeks before the anticipated date of departure. Tentative date of intention to return should also be indicated at this time. This leave shall be counted toward the annual 12 weeks of leave permitted under the federal Family and Medical Leave Act (FMLA).

**C. Non-Birthing Parent.** If an employee's spouse gives birth to a baby, the employee may access up to 2 weeks (10 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District.

**6.01 Military Leave – Unpaid.** The District will abide by applicable federal, state, and local law regarding Military leave.

## **7. REIMBURSEMENT:**

**7.1 Courses, Conferences, Seminars and Workshops:** The District recognizes the need for continued professional development on the part of administrators and will reimburse the Principal for course tuition preapproved by the Superintendent. Graduate courses or workshops at a maximum rate established annually by the School Committee will be reimbursed, subject to preapproval by the Superintendent and provided that the Principal received a "B" grade or better, if letter grades are provided, or a "passing" grade if the course is available only on a "pass/fail" basis, or upon submission of successful completion of conferences, seminars, and workshops. The Superintendent has the sole discretion to grant or deny approval of courses, conferences, seminars, and workshops.

**7.2 Cell Phone:** The District will provide the Principal with a smart phone for business use.

## **8. HEALTH INSURANCE:**

**8.1 Group Health Insurance:** The Principal may elect to obtain group health insurance available to employees and their dependents in the Belchertown Public Schools on the same terms and conditions as such insurance is generally available to employees in the Belchertown Public Schools, and the Principal recognizes that the Belchertown Public Schools and the Town of Belchertown may change such terms and conditions and such insurance from time to time. If the Principal declines to obtain such health insurance, the Principal shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure ("HIRD") form.

**8.2 Other Insurances:** The Principal is eligible for other insurances, including life insurance and long term disability insurance on the same terms and conditions as such insurances are generally available to other non-unionized employees in the Belchertown Public Schools and the Principal recognizes that the Belchertown Public Schools and the Town of Belchertown may change such terms and conditions and such insurances from time to time.

**9. DUTIES:** In accordance with Massachusetts General Laws, Chapter 71, Section 59B, other applicable laws, the Principal's job description, and the policies of the District, the Principal shall be responsible to support the effective operation of the district technology department, subject to the supervision and direction of the Superintendent. The Principal recognizes that his/her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the duties of his/her position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Belchertown Public Schools. The District reserves the right to amend the Principal's job description at any time.

**10. PERFORMANCE EVALUATION:** The Principal shall be evaluated using an evaluation instrument approved by the Belchertown School Committee. The Superintendent of Schools shall serve as the evaluator of the Principal.

**11. LICENSE:** Prior to commencement of employment, the Principal shall furnish to the District and maintain throughout the term of this Contract a valid and appropriate license, or a valid waiver from DESE, qualifying him to act as Principal of the District in the Commonwealth, as required by M.G.L. c.71, §38G.

**12. INDEMNIFICATION:**

**12.1.** In accordance with and to the extent provided by applicable Massachusetts General Laws, the District agrees to provide indemnification to the Principal against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Principal is acting within the scope of his employment or under direction of the District. The Principal shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the District. The parties understand and agree that this indemnification provision shall not apply to actions by the District to suspend and/or terminate the Principal.

**12.2** This Section 11 shall survive the termination of this Agreement.

**13. TERMINATION OF EMPLOYMENT AGREEMENT:**

**13.1 By the District:** The Superintendent may dismiss the Principal at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a Principal, insubordination, or other good cause. In that event, prior to the intended termination date, the Principal will be given written notice, including a statement of the charges against him in sufficient

detail for him to be able to reasonably respond, and a hearing by the Superintendent, at which the Principal may present evidence on his own behalf and be represented by an attorney. Said written notice shall be provided at least fifteen (15) days before the hearing.

"Good Cause" shall be defined as any ground put forth by the District in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the competent and efficient performance of the duties of the Principal.

A dismissal by the Superintendent shall terminate any and all rights that the Principal may have under this Agreement, other than such rights as may be required by law, for the balance of the contract period subsequent to the dismissal including, without limitation, any claim to compensation. It is understood and agreed that the non-reappointment of the Principal by the Superintendent upon the expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal. "Good cause" for such non-reappointment need not be shown.

### **13.2 By the Principal**

The Principal may terminate his employment by submitting his written resignation to the Superintendent with as much advance notice as possible but no less than sixty (60) calendar days' advance notice. In the event of termination pursuant to this paragraph, the District shall not be required to pay, and the Principal shall not be entitled to receive salary payments and benefits payable after the effective date of the Principal's resignation.

**14. SICK LEAVE BUY-BACK:** If the Principal meets the following criteria, he may buy back his unused accumulated sick leave at \$17 per day for all days up to two hundred twenty five (225). The maximum buy-back is \$3,825.

- A. The Principal must be retiring with fifteen (15) or more years of service in Belchertown.
- B. The Principal must have at least 100 accumulated sick days.
- C. The Principal must advise the Superintendent's Office of her intention to retire by February 1, immediately preceding the date of retirement. This requirement may be waived by the School Committee.

In the event of the Principal's death, the surviving spouse (or the surviving children living in the Principal's immediate family) shall be entitled to collect the deceased Principal's retirement buy-back, as outlined in this employment contract.

**15. NOTICES:** All notices required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Principal or sent by certified mail to the Principal's residence in the case of the Principal, or sent by certified mail to the Superintendent in the case of the District.

**16. ENTIRE AGREEMENT:** This Agreement contains the whole agreement between the District and the Principal. There have been no inducements, promises, terms, conditions, or

obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set forth in writing and signed by the parties.

**17. SEVERABILITY:** If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

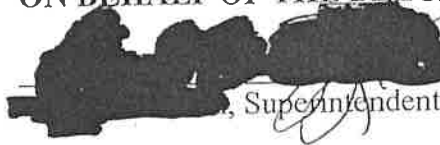
**18. GOVERNING LAW:** This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

**19. COUNTERPARTS:** This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this 20<sup>th</sup> day of May 2019.



**ON BEHALF OF THE BELCHERTOWN PUBLIC SCHOOLS BY:**

  
\_\_\_\_\_  
Superintendent, Belchertown Public Schools