

**EMPLOYMENT AGREEMENT**

**BY AND BETWEEN**

**THE NORTHBRIDGE PUBLIC SCHOOLS AND**

**XXXXXXXXXXXXXXXXXXXXXXXXX PRINCIPAL OF STUDENT SUPPORT - ELEMENTARY**

This Employment Agreement (hereinafter referred to as this “Agreement”) is made between the Northbridge Public Schools (hereinafter referred to as the “District”) and XXXXXXXXXXXXXXXXXXXX (hereinafter referred to as the “Principal of Student Support - Elementary”). For mutual consideration expressed herein, the parties agree as follows:

**1. EMPLOYMENT:** The District hereby agrees to employ XXXXXXXXXXXXXXXXXXXX as Principal of Student Support - Elementary, and the Principal of Student Support - Elementary accepts such employment, on the terms and conditions contained in this Agreement.

**2. ASSIGNMENT:** At the inception of this Agreement, the Principal of Student Support - Elementary is hereby assigned to the Northbridge Elementary School. The Superintendent of Schools may reassign or transfer the Principal of Student Support - Elementary to another Principal of Student Support - Elementary’s position within the District. It is understood and agreed that three consecutive years of service in any Principal of Student Support - Elementary position within the District, including service in an Interim Principal of Student Support - Elementary position, shall count toward the three (3) consecutive years requirement of G.L. c. 71, § 41. Any reassignment or transfer of the Principal of Student Support - Elementary to another comparable position within the District shall not result in a loss or reduction in salary or benefits.

**3. DURATION:** The Principal of Student Support - Elementary shall be employed as the Principal of Student Support - Elementary for a period of three (3) years, from July 1, 2021 through June 30, 2024, 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, 2021 through June 30, 2022; Contract Year 2: July 1, 2022 through June 30, 2023; and Contract Year 3: July 1, 2023 through June 30, 2024).

**4. COMPENSATION:** The Principal of Student Support - Elementary shall be paid an annual salary, commencing as of the effective date of this Agreement, of \$103,545 payable in equal installments in accordance with the rules governing payment of other professional staff in the Northbridge Public Schools. The annual salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Principal of Student Support - Elementary. The annual salary will be prorated for work of less than a full Contract Year. The Superintendent of the Northbridge Public Schools and the Principal of Student Support - Elementary may negotiate a change in the Principal of Student Support - Elementary’s annual salary for Year 2 and Year 3 of this Agreement.

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

**5.1 Work Year:** The work year for the Principal of Student Support - Elementary is 220 days between July 1<sup>st</sup> and June 30<sup>th</sup> of each Contract Year. The Principal of Student Support -

Elementary shall devote his full time, skill, labor and attention to the discharge of his duties as Principal of Student Support - Elementary for the Northbridge Public Schools.

**5.2 Sick Leave:** The Principal of Student Support - Elementary is entitled to fifteen (15) days of sick leave per year to cover the Principal of Student Support - Elementary's absences for personal illness or injury. The fifteen (15) days of sick leave will be credited on July 1<sup>st</sup> of each contractual year. The Principal of Student Support - Elementary may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of 220 days.

**5.3 Holidays:** The Principal of Student Support - Elementary shall not be required to work on the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Day before Christmas

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 of Student Support - Elementary up to five (5) personal days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Principal of Student Support - Elementary'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 of Student Support - Elementary's accrued sick leave.

**5.5 Bereavement Leave:** The Principal of Student Support - Elementary will be allowed up to five (5) bereavement days with pay at any one time to make funeral arrangements and/or to attend the funeral/memorial service for the Principal of Student Support - Elementary's spouse, child, father, mother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild or other person residing in the Principal of Student Support - Elementary's household. The District may grant the Principal of Student Support - Elementary up to one (1) bereavement day with pay per Contract Year to attend the funeral/memorial service for the Principal of Student Support - Elementary's aunt or uncle.

**5.6 Leave Pursuant to the Family Medical Leave Act ("FMLA") and/or the Massachusetts Maternity Leave Act ("MMLA"):** The Principal of Student Support - Elementary

may take any leave to which he is entitled pursuant to the MMLA and/or the FMLA. The Principal of Student Support - Elementary shall use all of his accrued paid leave (sick leave and personal leave) to which the Principal of Student Support - Elementary is otherwise entitled during any MMLA and/or FMLA leave. The Principal of Student Support - Elementary shall only use accrued sick leave for the Principal of Student Support - Elementary's own illness, injury, and/or disability attributed to pregnancy, birth, or delivery of a child. Should the Principal of Student Support - Elementary exhaust his accrued paid leave prior to the expiration of the Principal of Student Support - Elementary's MMLA and/or FMLA leave, the remainder of any such leave shall be unpaid.

**5.7 Snow Days:** The Principal of Student Support - Elementary is not required to report for work on snow days, when school is closed due to inclement weather or other emergency reasons.

**5.8 Jury Duty:** The Principal of Student Support - Elementary who is required to be absent from work because of jury duty 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. REIMBURSEMENT:**

**6.1 Expenses:** The District shall reimburse the Principal of Student Support - Elementary for all reasonable expenses incurred in the performance of his duties. Examples of such expenses include mileage for the use of the Principal of Student Support - Elementary's personal car (exclusive of the commute to and from work) at the prevailing reimbursement rate for the District.

**6.2 Courses:** The District recognizes the need for continued professional development on the part of Principal of Student Support - Elementarys and will reimburse the Principal of Student Support - Elementary for course tuition preapproved by the Superintendent. Up to three (3) graduate courses per year at a maximum tuition rate equal to that stated in the Northbridge Teacher's Association Contract will be reimbursed, subject to preapproval by the Superintendent and provided that the Principal of Student Support - Elementary 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. The Superintendent has the sole discretion to grant or deny approval of courses.

**6.3 Conferences, Seminars and Workshops:** The District will reimburse the Principal of Student Support - Elementary for travel, attendance fees, lodging and other expenses associated with attending local, state and national professional conferences, seminars, or workshops which further the professional development or training of the Principal of Student Support - Elementary, provided that each conference, seminar, or workshop is approved in advance by the Superintendent.

**6.4 Dues:** The District will pay for the cost of dues associated with one national association and one local association each Contract Year.

## **7. HEALTH INSURANCE:**

**7.1 Group Health Insurance:** The Principal of Student Support - Elementary may elect to obtain group health insurance available to employees and their dependents in the Northbridge Public Schools on the same terms and conditions as such insurance is generally available to employees in the Northbridge Public Schools, and the Principal of Student Support - Elementary

recognizes that the Northbridge School District and the Town of Northbridge may change such terms and conditions and such insurance from time to time. If the Principal of Student Support - Elementary declines to obtain such health insurance, the Principal of Student Support - Elementary 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.

**7.2 Other Insurances:** The Principal of Student Support - Elementary 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 Northbridge Public Schools and the Principal of Student Support - Elementary recognizes that the Northbridge School District and the Town of Northbridge may change such terms and conditions and such insurances from time to time.

**8. DUTIES:** The duties and responsibilities of the Principal of Student Support - Elementary are outlined in the job description for the Principal of Student Support - Elementary with Guidance Responsibilities dated June 2016. The District reserves the right to amend the Principal of Student Support - Elementary’s job description at any time.

**9. PERFORMANCE EVALUATION:** The Principal shall provide the Principal of Student Support - Elementary with periodic opportunities to discuss his performance and shall provide him with a written evaluation of his performance. The Principal of Student Support - Elementary’s evaluation will comply with the regulations of the Massachusetts Department of Elementary and Secondary Education Educator Evaluation system. No material derogatory to the Principal of Student Support - Elementary’s conduct will be placed in his personnel file unless the Principal of Student Support - Elementary has had an opportunity to review such material.

**10. LICENSE:** The Principal of Student Support - Elementary hereby represents to the District that he is currently licensed to serve as Principal of Student Support - Elementary of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education, and the Principal of Student Support - Elementary shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying him to serve as an Principal of Student Support - Elementary of Schools in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Principal of Student Support - Elementary agrees to notify the Superintendent within 24 hours of his license being revoked, rescinded, or lapsed.

**11. INDEMNIFICATION:**

**11.1.** In accordance with and to the extent provided by applicable Massachusetts General Laws, the District agrees to provide indemnification to the Principal of Student Support - Elementary against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the 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 of Student Support - Elementary is acting within the scope of his employment or under direction of the District. The Principal of Student Support - Elementary 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 of Student Support - Elementary.

11.2 This Section 11 shall survive the termination of this Agreement.

**12. TERMINATION OF EMPLOYMENT AGREEMENT:**

**12.1 By the District With Cause:**

During the term of this Agreement, the Superintendent may suspend the Principal of Student Support - Elementary from his position as Principal of Student Support - Elementary and/or may terminate his employment and this Employment Agreement for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Superintendent in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Once the Principal of Student Support - Elementary has served in the position of Principal of Student Support - Elementary (including time spent as Interim Principal of Student Support - Elementary) in the District for three consecutive years, he may only be dismissed for "good cause." The Principal of Student Support - Elementary shall have the right to receive a written notice of intent to dismiss with an explanation of the grounds for the dismissal, and if he/she so requests, be given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Superintendent at which meeting the Principal of Student Support - Elementary may be represented by legal counsel or other representative of his choosing to present information pertaining to the bases for the decision and to the Principal of Student Support - Elementary's status. The cost of such counsel or other representative will be borne by the Principal of Student Support - Elementary. The Principal of Student Support - Elementary's rights to appeal, if any, are provided by and in accordance with Massachusetts General Laws, Chapter 71, Sections 41 and 42. In the event of termination pursuant to this paragraph, the District shall not be required to pay, and the Principal of Student Support - Elementary shall not be entitled to receive salary payments and benefits after the effective date of termination.

**12.2 By the Principal of Student Support - Elementary:**

The Principal of Student Support - Elementary may terminate his/her 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 of Student Support - Elementary shall not be entitled to receive salary payments and benefits payable after the effective date of the Principal of Student Support - Elementary's resignation.

**12.3 Reduction in Force:**

The Principal of Student Support - Elementary may also be subject to layoff or demotion in the event of the closing of a school, reorganization, reduction in force, or lack of funds. In the event that the Principal of Student Support - Elementary is laid off, this Agreement shall terminate and the District shall not be required to pay, and the Principal of Student Support - Elementary shall not be entitled to receive salary payments and benefits payable after the effective date of the Principal of Student Support - Elementary's layoff. In the event that the Principal of Student Support - Elementary is demoted, this Agreement shall terminate and the District shall not be required to pay, and the Principal of Student Support - Elementary shall not be entitled to receive salary payments and benefits payable pursuant to this Agreement after the effective date of the Principal of Student Support - Elementary's demotion, and the demoted Principal of Student Support - Elementary shall receive the compensation and benefits for the position to which he/she has been demoted.

**13. 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 of Student Support - Elementary or sent by certified mail to the Principal of Student Support - Elementary's residence in the case of the Principal of Student Support - Elementary, or sent by certified mail to the Superintendent in the case of the District.

**14. ENTIRE AGREEMENT:** This Agreement contains the whole agreement between the District and the Principal of Student Support - Elementary. 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.

**15. 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.

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

**17. 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 \_\_\_th day of May, 2021.

~~XXXXXXXXXXXXXXXXXXXX~~  
\_\_\_\_\_  
~~XXXXXXXXXXXXXXXXXXXX~~, Principal of Student Support - Elementary

**ON BEHALF OF THE NORTHBRIDGE SCHOOL DISTRICT**  
**BY:**  
~~XXXXXXXXXXXXXXXXXXXX~~  
\_\_\_\_\_  
~~XXXXXXXXXXXXXXXXXXXX~~ Superintendent