



SUDBURY PUBLIC SCHOOLS

PRINCIPAL EMPLOYMENT CONTRACT

Employee Name

This Employment Agreement (hereinafter referred to as “this Agreement”) is made this **1st day of June 2021** by and between the Sudbury Public Schools, Sudbury, Massachusetts, hereinafter referred to as “the District” and **Employee Name** hereinafter referred to as “Employee” for the position of **Position** hereinafter referred to as “Position”.

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

1. **EMPLOYMENT:** The District hereby employs **EMPLOYEE NAME** as **Position** within the Sudbury Public Schools. The Employee hereby accepts employment on the terms and conditions set forth in this Agreement.
2. **TERM:** This Agreement shall be in force for the period of **three (3)** fiscal years commencing **July 1, 2021 through June 30, 2024, unless terminated earlier in accordance with Section 10 of this Agreement.** This Agreement specifically excludes any rollover provision. The Employee will be notified by March 1st of the final contract year if it is the intent of the District to renew the Employee’s employment contract.
3. **LICENSES/CERTIFICATIONS:** The Employee agrees to maintain all licenses and/or certifications required to perform the Position during the term of this Agreement.
4. **DUTIES & RESPONSIBILITIES:** The Employee shall faithfully and effectively perform the duties contained in the Position job description and all other duties as may be assigned or directed by the Superintendents of Schools. The Employee shall perform all duties of the Position consistent with state and federal laws and District policies and shall be under the direction and supervision of the Superintendent of Schools.
5. **WORK YEAR:** The Employee shall work a full year (52 weeks) schedule subject to authorized leaves, such as vacation leave, provided herein. The Employee shall devote his full time, skill, labor and attention to the discharge of the duties of the Position for the Sudbury Public Schools.

6. COMPENSATION: The Employee’s salary shall be earned ratably in each of the Contract Years contained in the TERM of this agreement and shall be prorated for work of less than a full Contract Year. The Employee shall receive pay from the District in accordance with the agreement with the District. The following schedule for Employee’s full-time work for the full Contract Year:

<u>Contract Year</u>	<u>Contract Year Salary</u>
July 1, 2021 – June 30, 2022	Total: \$XXXX.00
July 1, 2022 – June 30, 2023	Total: \$XXXX.00
July 1, 2023 – June 30, 2024	Total: \$XXXX.00

The Employee’s Annual Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Employee. The Employee’s salary shall be paid in equal installments in accordance with District procedures applicable to other professional staff in the District.

The School Committee shall match the Employee’s contributions to a maximum of five hundred dollars (\$500) to an annuity plan designated by the Employee.

7. EVALUATION: The Superintendent, or designee, will evaluate the performance of the Employee in accordance with the applicable laws of the Commonwealth of Massachusetts and regulations of the Massachusetts Department of Elementary and Secondary Education.

8. PROFESSIONAL ACTIVITIES, DEVELOPMENT, AND CONSULTING

8.1 Professional Activities and Development: The Employee shall devote his full-time attention and energy to the business of the Sudbury Public Schools. However, the District encourages the continuing professional growth of the Employee through participation in the following activities, with the prior approval of the Superintendent:

- A. Programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
- B. Local, state and national conferences, seminars, and workshops offered by private institutions, commissions, or committees related to education;
- C. Informational meetings with persons whose particular skills, experience, or backgrounds would serve to improve the capacity of the Employee to perform the professional responsibilities for the District;
- D. In-service courses;
- E. Workshops offered by EDCO and other collaboratives;
- F. Visits and observations of other schools; and
- G. Professional reading and research.

- 8.2 The Employee may request reimbursement for reasonable and necessary expenses incurred by the Employee in participating in any activity listed in Section 8.1 of this Agreement and approved by the Superintendent. The Employee shall comply with District policies and procedures for reimbursement including the submission of receipts. The Employee must request approval from the Superintendent to participate in professional activities and development activities at least ten (10) days in advance of registration for any such activity.
- 8.3 The Superintendent may approve, in advance, up to eight (8) credit hours with a maximum of thirty-two hundred dollars (\$3,200) annually for reimbursement of tuition for courses at accredited colleges, universities, or professional training schools based on their relevance to the Employee's current assignment or professional goal within the field of education.
- 8.4 Consulting: The Employee may engage in professional consulting work provided that such consulting work does not interfere with or detract from Employee's work for the District and provided that the Employee has obtained prior authorization from the Superintendent to engage in such consulting work and uses accrued vacation leave to cover Employee's absences, if any, for such consulting work. The District shall not reimburse the Employee for any expenses associated with such consulting work.

9. PAID LEAVE AND FRINGE BENEFITS

- 9.1 Personal Days. The Employee may be granted at the discretion of the Superintendent a maximum of five (5) personal days with pay per the Contract Year for important legal or personal business that cannot be attended to outside of the work day. The Employee shall request personal leave in writing at least five (5) days prior to the day/days for which personal leave is requested. The Superintendent may waive the five-day prior notice requirement in her/his sole discretion when five days' prior notice was not possible.
- 9.2 Sick Leave. The Employee shall be entitled to twenty (20) days of sick leave per Contract Year to cover the Employee's absences for personal illness or injury. Sick leave shall accrue at a rate of 1.667 days per month. Unused sick leave days will be cumulative from Contract Year to Contract Year and may accumulate up to a maximum of 180 days. The Employee may request that approval be granted by the School Committee for up to forty-five (45) additional sick leave days in the event that the Employee's accumulated sick leave is exhausted. The Employee may use up to five (5) accrued sick leave days per Contract Year to care for the Employee's child, parent or immediate family member living in Employee's household who has a serious illness requiring the bedside care for such individual by the Employee.

9.3 Vacation Leave. The Employee shall receive twenty-five (25) days of vacation per Contract Year, which shall accrue at a rate of 2.083 days per month. Up to ten (10) days of accrued, unused vacation may be carried forward into the subsequent Contract Year. At no time may the Employee have more than a total of 10 accrued, vacation carryover days.

9.4 Holidays. The following holidays are observed in the District:

Independence Day	Christmas Day
Labor Day	*1/2 Day New Year's Eve
*Rosh Hashanah	New Year's Day
*Yom Kippur	Martin Luther King Day
Columbus Day	Presidents' Day
*Veteran's Day	Good Friday
Thanksgiving Day	Patriot's Day
*Day after Thanksgiving	Memorial Day
*All Day Christmas Eve	

** Those noted are only considered holidays under this contract if they fall during the regular work week.*

The Employee understands and agrees that the District may change the holidays observed from Contract Year to Contract Year.

9.5 Insurance. The Employee may elect to obtain group health insurance and other insurance generally available to employees and their dependents in the Sudbury Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the District. The Employee recognizes and agrees that the Town of Sudbury (hereinafter referred to as the "Town") may change the insurance providers, plans, premium contribution rates, co-payments, deductibles, and other terms and conditions for all insurance from time to time.

9.6 Reimbursement for Work-Related Expenses. The District shall reimburse the Employee in accordance with the District's policy and procedure for reasonable and necessary, documented expenses incurred in the performance of his duties for the District upon the presentation by the Employee of receipts submitted within 30 calendar days of the Employee incurring such expenses, including, but not limited to membership dues for organizations approved in advance by the Superintendent and tolls and mileage for work-related travel, excluding travel between home and work. Reimbursement for mileage shall be at the IRS rate in effect at the time the expense was incurred.

10. SEPARATION FROM EMPLOYMENT

- 10.1 Voluntary Resignation: In the event that the Employee desires to resign before the expiration date of this Agreement, Employee shall provide at least ninety (90) calendar days' written notice of such resignation to the Superintendent. The Superintendent in her/his sole discretion may waive all or part of such 90 calendar day notice period. In the event that the Employee resigns prior to the expiration date of this Agreement, the Employee may request or the Superintendent may require that the Employee use some or all of his accrued vacation days prior to the Employee's separation from employment.
- 10.2 Suspension, Dismissal or Demotion. The Superintendent may suspend, dismiss or demote the Employee at any time for Cause. "Cause" in this Section 10 shall be defined as any ground put forth by the Superintendents in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system.
- 10.3 If the Employee is separated from employment with the District for any reason including but not limited to resignation, retirement, dismissal, early termination, non-renewal, or death, the Employee shall not be entitled to receive salary, compensation, or benefits under this Agreement after the date of the Employee's separation from employment, and this Agreement shall terminate as of the effective date of such separation from employment.

11. INDEMNIFICATION:

- 11.1 In accordance with and to the extent provided by applicable Massachusetts General Laws Chapter 258, the Committee agrees to provide indemnification to the Employee 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 Employee is acting within the scope of his employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.
- 11.2 The Employee shall, within four (4) 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 Committee.
- 11.3 This Section 11 shall survive the termination of this AGREEMENT.

12. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid. In the event a provision or part of this Agreement is declared unlawful or unenforceable, the parties shall endeavor to negotiate a substitute provision.

13. ENTIRE AGREEMENT: This Agreement supersedes and replaces all prior agreements and contracts, oral and written, between the Employee and the District and between the Employee and the Superintendent. This Agreement embodies the whole agreement between the District and the Employee and the parties warrant that there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except in writing executed by the parties.

14. NOTICE: Any notices required or desired to be given under this Agreement shall be in writing and hand delivered to the Employee or to the Superintendent as the case may be or mailed by certified mail to the Employee's residence in the case of the Employee, or to both Superintendent's office in the case of the District.

15. 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 one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement.

XXXXX
Position

For the Sudbury Public Schools:

Superintendent Name
Superintendent of Schools