

**ABINGTON PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT**

This agreement is made this **11th day of January 2021** between the Abington Public School District, hereinafter referred to as the "District" and XXXXX or "Principal".

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Employment:** The *School District* hereby employs, in accordance with its statutory authority set forth in Chapter 71 of the Massachusetts General Laws, xxxxx as Principal in the Abington Public Schools; and XXXXX accepts employment as Principal in the Abington Public Schools under the terms and conditions of employment set forth herein.
2. **Term:** This agreement shall commence July 1, 2021 and end June 30, 2024
3. **Salary:** The annual salary for FY22 will be \$135,000. The Superintendent shall meet and confer with XXXXXX prior to June 30 (beginning in 2022) of each year of the Agreement to discuss his salary and any extensions. Any salary adjustment shall be effective July 1 of the next fiscal year.

XXXXXX will receive a monthly cell phone stipend of \$75.

4. **Duties and Responsibilities:** In accordance with state law and the rules, policies, and procedures as established by the School District as set forth for the position of Principal, XXXXX, as a Principal, shall be the educational leader, administrator, and manager of the school district and shall supervise the operation and management of the school district and its property, subject to the supervision and direction of the Superintendent.

XXXXXX shall diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of the Principal under:

- A. The statutes of the Commonwealth including, without limitation, M.G.L. Chapter 71, as amended by the Education Reform Act, and
 - B. The policies and procedures of the School Committee, and
 - C. The Abington Public School's district goals and objectives as outlined in the district's Strategic plan.
 - D. The Job description as outlined for Principal in Abington Public Schools.
 - E. Directives of the Superintendent of Schools or his designee, and
5. **Certification:** XXXXXX shall furnish and maintain throughout the term, and any extension of this agreement, a valid and appropriate certificate qualifying

him/her to act as Principal of a school district in the Commonwealth, as required by Chapter 71 of the Acts of 1993.

6. **State Retirement Association:** XXXXXX shall be a member of the Teachers Retirement System as required by Chapter 32, Section 2 of the Massachusetts General Laws.
7. **Termination/Layoff:** The Superintendent may terminate this contract at any time during its term due to reduction in force or reorganization resulting from declining revenue or other budgetary reasons.

During the term, and any extension thereof, this agreement, XXXXXX shall be subject to discharge in accordance with the provisions of Chapter 71 of the Acts of 1993 of the Massachusetts General Laws.

Notwithstanding any provision to the contrary, the Superintendent may dismiss or demote XXXXXX for good cause. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event this contract is terminated for good cause, XXXXXX shall be so notified in writing. Upon request XXXXXX, may meet with the Superintendent to review this decision. In the event of termination of this contract or dismissal as set forth above, any and all financial and other obligations by either party shall cease.

XXXXXX may terminate this Agreement before the expressed termination date by giving written notice of his intent to do so to the Superintendent at least ninety (90) days prior to the effective date of his termination.

8. **Vacation:** XXXXXX shall be entitled to twenty-five working days for vacation exclusive of legal holidays each year of this agreement, accrued at a rate of 2.08 days per month, in each year of this agreement. The principal may borrow vacation days against anticipated future accrual within the same contract year. XXXXXX shall take vacation within the twelve months of each year on which such vacation has accrued and shall give notice to the Superintendent prior to the commencement of any vacation period. Beginning in FY23 he may be paid his daily rate for up to five (5) unused vacation days.
9. **Personal Days:** XXXXXX will be entitled to three (3) days of absence per year for personal reasons. These days shall be deducted from sick leave. Except in cases of emergencies, application for approval of the Superintendent will be required at least forty-eight (48) working hours in advance.
10. **Sick Leave:** XXXXXX shall earn sick leave days at the rate of seventeen (17) per year with unlimited accumulation. He may use up to five (5) sick days for illness in his immediate family, which shall be spouse, child, or parent.

Extended Leave of Absence: Upon receipt of a doctor's certificate stating that

such leave is necessary, XXXXXX may be granted such leave by the Superintendent.

11. **Bereavement Leave:** In the event of death in his immediate family, XXXXXX shall be granted *five* (5) calendar days, commencing with the day of death. For the purpose of this provision, the immediate family shall include parents, spouse, sibling, children, parents-in-law, and any relative living in his/her household. One (1) day will be allowed to attend the funeral or memorial services of other members of his family. Any extensions of time shall be approved by the Superintendent.
12. **Holidays:** The following days shall be holidays when they occur during the work week: Labor Day, Columbus Day, and Veterans' Day, Thanksgiving (2.5 days), Christmas, New Year's Day, M.L.K. Day, Presidents ' Day, Patriots ' Day, Memorial Day and July 4.
13. **Personal Days:** The Superintendent may grant XXXXX up to three days absence, without loss of pay, for personal business which cannot be reasonably conducted on a non-scheduled workday. These days shall be deducted from sick leave.
14. **Insurance:** XXXXX shall be entitled to the same medical and life insurance benefits provided other professional personnel of the "District".
15. **Workers Compensation:** In the event that XXXXXX sustains an industrial accident and is disabled as a result thereof and is paid compensation benefits in accordance with the terms and conditions of the Town of Abington Workers Compensation insurance coverage, the "School District" will, to the extent it is permitted by law from his sick leave allowance, compensate him the difference between the Workers' Compensation benefits and his regular salary.
16. **Indemnification Insurance:** The District shall provide XXXXXX with indemnification insurance equal to that, which is provided to its other employees.
17. **Personal Liability Protection:** Pursuant to the Massachusetts General Laws and to this end the "District" will provide sums for legal expenses and other damages incurred by XXXXX in performance of his/her duties and responsibilities under the terms of this agreement.
18. **Performance:** XXXXX shall fulfill all the terms and conditions of this Agreement. Any exceptions thereto shall be by mutual agreement of the parties in writing.
19. **Performance Evaluation:** XXXXX shall be evaluated annually in accordance to the standards and procedures established by the Department of elementary and Secondary Education and the Superintendent.
20. **Professional Development:** XXXXXX shall be entitled to professional growth opportunities yearly that may include conferences, tuition, and other relevant

professional growth opportunities that are approved by the Superintendent of Schools.

21. **Work Year:** XXXXX shall work twelve months of the year, less paid holidays, vacations and other leaves authorized by the policy or the Superintendent.
22. **Re-opening of Agreement:** This Agreement may be re-opened for discussion of its terms and conditions upon mutual written agreement by the Superintendent of Schools and XXXXX.
23. **Entire Agreement:** This Agreement contains the whole agreement between the *School District* and XXXXX. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than set forth herein. No modification or addition to this Agreement shall be effective unless and until set forth in writing and specifically identified as a "Modification" or "Addendum" executed by both parties.
24. **Severability:** If any paragraph, or part thereof, of this Agreement shall be determined by an applicable forum to be invalid, then, in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.
25. **School District Protection:** XXXXX and the District agree that the several individual members of the School Committee and its agents shall not be sued personally for any alleged violation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of _____ day of _____ 2021.

Peter Schafer
Superintendent

XXXXXX
Principal