

**LANESBOROUGH ELEMENTARY SCHOOL  
EMPLOYMENT AGREEMENT  
July 1, 2015 - June 30, 2018  
PRINCIPAL**

This EMPLOYMENT AGREEMENT, effective July 1, 2015 is by and between Lanesborough Elementary School, having a place of business at 188 Summer Street, Lanesborough, Massachusetts 01237 (hereinafter referred to as the "Employer") and \_\_\_\_\_ (hereinafter referred to as the "Employee").

WHEREAS, the Employer desires to hire the Employee for the position more specifically described herein as the Principal, and the Employee desires to be hired for such position; and

WHEREAS, the parties mutually desire to set forth herein the terms and conditions of such employment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the parties hereby agree as follows:

**Section 1: EMPLOYMENT.**

Employer hereby agrees to employ the Employee as Principal for the Lanesborough Elementary School and the Employee hereby accepts such employment, all subject to the terms and conditions set forth in this Agreement.

**Section 2: TERM.**

The employee shall be employed in the position of Principal for a term of three years commencing on July 1, 2015, and expiring on June 30, 2018, unless terminated earlier in accordance with the provisions of Section 8 and/or MGL, Chapter 71, Section 63.

**Section 3: DUTIES AND RESPONSIBILITIES.**

- (a) The Employee shall be responsible for, and shall faithfully and effectively perform the duties associated with school-wide education programs. All duties and responsibilities shall be consistent with those normally associated with the position of Principal in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent of Schools (the "Superintendent") and shall work cooperatively with the Superintendent and administrative team and all members of the staff in providing leadership and support.
- (b) The Employee recognizes and agrees that his responsibilities and conduct are not determined by prescribed hours and conditions and shall perform the stated and implied duties of the position of Principal as determined by the Superintendent and shall expend the time and effort necessary to effectively achieve the goals and purposes of the Lanesborough Elementary School. The foregoing notwithstanding, the Employee's work year shall consist of 260 full work days throughout the year.
- (c) The Employee shall fully perform all requirements of this Agreement, and any deviations from the terms and provisions of this Agreement shall be only by a duly authorized and executed amendment to this Agreement in accordance with Section 12 below.

#### **Section 4. EVALUATION.**

- a.) As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the Employee's performance of the job and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the Employee's job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.
- b.) The Superintendent shall evaluate the Employee's job performance from time to time and at least annually by July 1 in accordance with 603 CMR 35.04-35.11, including Standards and Indicators for Effective Administrative Leadership Practice.
- c.) No material derogatory to the Employee's conduct, service, character or personality shall be placed in his personnel file unless the Employee has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the Employee's initial employment. The Employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- d.) The evaluation procedure is designed to assess and improve the performance of administrators. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71 and elsewhere in this Agreement.

#### **Section 5. COMPENSATION.**

- a.) As compensation for the performance of the job for the term described in Section 2 above, the Employee shall receive an annual salary \$91,100. Salary shall be payable in 26 biweekly equal installments or otherwise in accordance with the rules of the School Committee governing payment of professional staff member. The annual salary to commence on July 1, 2016 and July 1, 2017 shall be subsequently negotiated by the parties.
- b.) Any alteration in the Employee's salary shall be effected by a duly authorized and executed amendment to this Agreement in accordance with Section 12 below.

#### **Section 6. BENEFITS.**

**(a)** The Employee's annual salary shall consist of 260 paid days throughout the year (this includes paid vacation days and holidays).

**(b) Vacation** - The Employee shall be entitled to a total of twenty-five (25) days of vacation leave per contract year accrued at the rate of 2.0833 days per month. Vacation leave shall be credited on the first day of the contract year and may be used on that basis. All vacation must be used by June 30th of year of the contract (may not be carried over into subsequent contract years). If the Principal's employment with the employer ends prior to the completion of the full contract year, the Employee shall repay the Employer for all vacation days that had been credited in advance and used but that had not been accrued at the time employment ends. The Employee will be compensated at his per diem rate for unused accrued vacation days at cessation of employment.

**(c) Holidays** - The Employee shall receive the following twelve paid holidays during each contract year: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Years Day, Dr. Martin Luthis King's Birthday, President's Day, Patriot's Day, Memorial Day.

**(d) Sick Leave** - The Employee shall receive fifteen (15) paid sick leave days and may accrue up to a total of forty (40) days.

**(e) Other Leave** - The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members, and professional days, as approved by the Superintendent.

**(f)** The Employer will pay the full membership fee for the Employee to the following professional organizations: MESPA, provided funds are available.

**(g) Insurance** - The Employee shall be entitled to participate in the group health insurance and life insurance plans offered by Lanesborough Elementary School at the same participation rate and amounts that are offered to all other non-unionized employees (as of the execution of this Employment Agreement the health insurance contribution rate is 80/20%).

#### **Section 7. REIMBURSABLE EXPENSES.**

- a.) The Employee is expected to continue his professional development and to participate in professional meetings, conferences and seminars at the local and state levels. The Employer shall allocate \$2,500 per year, including mileage, to be used by the Employee for his personal, professional or educational advancement provided funds are available and with prior approval. This amount will be reviewed annually.
- b.) The district will provide the employee with a laptop, ipad, and cell phone for school use. These items are property of the district and shall be returned to the Employer at cessation of employment.

#### **Section 8. TERMINATION; DEMOTION; SUSPENSION.**

- a.) The Employee shall have the right to terminate this Agreement prior to its expiration upon at least ninety (90) calendar days prior to written notice to the Superintendent.
- b.) The Superintendent may dismiss, demote or suspend the Employee at any time for good cause (as hereinafter defined) in accordance with the procedures contained in MGL Chapter 71, Sections 42 and 42D. The Employee shall have the right to receive written charges and an opportunity to submit a written response for consideration by the Superintendent. As used in this Subsection, the term "good cause" shall mean grounds put forth by the Superintendent which is not arbitrary, capricious, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the term "good cause" other than the definition set forth in this Subsection 8 (b) and arbitral review shall be limited to the question whether such grounds were put forth.
- c.) In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed, reimbursement of any outstanding expenses in accordance with the terms of Section 7 above.

Upon expiration or earlier termination of this Agreement, the Employee shall return to the Employer all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.

#### **Section 9. EMPLOYEE'S COVENANTS AND REPRESENTATIONS.**

- a.) The Employee represents that he has the requisite personnel, competence, skill and physical resources necessary to perform the duties and responsibilities described in Section 3 above and that he maintains a valid and appropriate certificate qualifying his to act as Principal, as required by MGL Chapter 71, Section 38G.

- b.) The Employee covenants and represents that he has never been convicted of a charge in any criminal action and has never been subjected to disciplinary proceedings related to the performance of professional duties.
- c.) The Employee covenants and represents that he is not a party to any contract, understanding or arrangement with any third party which would in any way conflict with this Agreement or would in any way limit or affect the Employee's ability to perform under this Agreement.
- d.) The Employee further covenants that in the performance of his duties and responsibilities under this Agreement he shall comply with any and all applicable laws, regulations, ordinances, executive orders, codes, standards, permits and liens.

**Section 10. AMENDMENTS AND WAIVERS.**

This Agreement may not be amended or modified, except by a writing executed by the parties hereto. No extension of time for, or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting such extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

**Section 11. ASSIGNMENT.**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Employer.

**Section 12. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the Principal or to the Superintendent at the main office.

**Section 13. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating hereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

**Section 14. SEVERABILITY.**

In any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the Application of such term or provision to circumstances other than those as to which it is over broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 15. COMPLIANCE/CONTROLLING LAW.**

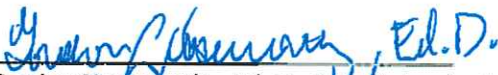
- a.) The Employee shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Lanesborough Elementary School policies, rules and regulations.
- b.) The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 15th day of April, 2015.

Lanesborough Elementary School  
As Employer

As Employee

By: , Ed.D.  
Gordon Noseworthy, Ed. D., Superintendent

