

**SUNDERLAND SCHOOL DISTRICT
ELEMENTARY SCHOOL PRINCIPAL
CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made as of this 26th day of June, 2020, by and between the **SUPERINTENDENT OF SCHOOLS** for the **SUNDERLAND SCHOOL DISTRICT**, (hereinafter referred to as the "Committee") and _____ the **SUNDERLAND ELEMENTARY SCHOOL PRINCIPAL** (hereinafter referred to as the "Principal").

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

1. **EMPLOYMENT**

The Committee hereby employs _____ s Principal of the Sunderland Elementary School, and the Principal hereby accepts employment on the following terms and conditions:

2. **TERM**

The Principal shall be employed for a three year term commencing July 1, 2020 and terminating on June 30, 2023.

3. **COMPENSATION FOR THE TERM OF THIS AGREEMENT**

A. Compensation shall be paid in bi-weekly payments and shall be at the rates outlined below:

Commencing on July 01, 2020 – June 30, 2021: \$ 96,000
Commencing on July 01, 2021 – June 30, 2022: \$ 98,500
Commencing on July 01, 2022 – June 30, 2023: \$ 100,000

B. The Committees agree to deduct monies from the salary of the Principal for the following purposes:

1. Amounts authorized by the Principal for participation in a tax-sheltered annuity plan authorized by Federal law.
2. Deductions in amounts authorized by the Principal to the Massachusetts Teachers Retirement Board providing, however, that no additional cost shall be borne by the Committees due to such election.
3. Deductions as required by law.

C. Such deductions, upon individual authorization, will be paid directly to the designated account by the Treasurer of the Town of Sunderland. All deductions withdrawn for tax-sheltered annuities shall be submitted to the investment agency of record within the time limits established within all state and/or Federal mandates.

4. **DUTIES AND RESPONSIBILITIES**

The Principal shall be the education leader and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with the Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers and other personnel assigned to the school as provided for in M.G.L., Chapter 71, as amended by the Educational Reform Act of 1993. In addition, the Principal shall perform all other duties and responsibilities consistent with those normally associated with the position of Principal in the Commonwealth of Massachusetts.

5. **CERTIFICATE**

The Principal shall furnish and maintain throughout the term of his contract a valid and appropriate certificate qualifying him to act as Principal in the Commonwealth or a currently approved waiver.

6. **HOURS OF WORK**

The Principal recognizes that his responsibilities and conduct are not determined by prescribed hours of work. He agrees to perform the directed and implied duties of his position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Sunderland Elementary School. This responsibility includes attendance at School Committee meetings and meetings whenever so required by the Superintendent. The Principal is entitled to a daily thirty (30) minute lunch period.

7. **WORK YEAR**

The Principal's work year, unless otherwise directed by the Committee, shall consist of a twelve months work year (The work year may consist of 260 days, 261 days or 262 days).

8. **HOLIDAYS**

The Principal is entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day

9. **SNOW DAYS**

The Principal may be required to attend on days school is closed due to inclement weather or other emergency event of any sort. Failure to attend on those days may lead to loss of pay.

10. **SICK and PERSONAL LEAVE ***

The Principal covered by this contract is allotted twenty (20) sick days per contract year, cumulative to one hundred and eighty (180) days maximum. There shall be no payout for unused sick leave upon separation from employment for any reason.

In any contract year, five (5) of the twenty (20) days intended for sick leave may be used at the option of the Principal for serious illness in the immediate family.

The Principal will be entitled to five (5) days of non-accumulative leave of absence with pay each year for religious, legal, family and personal matters.

11. **VACATION LEAVE***

The Principal shall receive twenty-five (25) workdays of paid annual vacation, exclusive of legal holidays during each year of this Agreement. At the end of each school year the Principal has the option of carrying over up to five (5) unused vacation days, or electing a payment at the Principal's daily rate for up to five (5) vacation days. At no point may the Principal accumulate more than thirty (30) vacation days.

In the event the Principal separates employment for any reason (e.g., resignation, termination, etc.) prior to the completion of the applicable contract year, then the Principal shall only be compensated for a prorated number of vacation days. For example, if the Principal separated employment halfway through a contract year and had not used any vacation days, then the Principal would be entitled to compensation for twelve and one-half (12.5) days of vacation.

* Under the Sick and Vacation Leave provision of the former employment agreement, the Principal was entitled to \$27,591.72 in sick leave buy back upon separation. As compensation for eliminating contractual sick leave buyback, including the future accrual of sick leave days towards sick leave buyback, the Principal will receive two (2) one-time only payments of \$13,795.86. In fiscal year 2022, the Principal will receive the first payment in the amount of \$13,795.86. In fiscal year 2023, the Principal will receive the second and final payment in the amount of \$13,795.86. No future payment will be made for the buyback of sick leave.

12. **BEREAVEMENT LEAVE**

In the event the Principal suffers a death in his immediate family (which is defined as father, mother, sister, brother, spouse, son or daughter), he may have up to five (5) calendar days leave to attend the funeral and clear up estate matters.

Up to three (3) calendar days of bereavement leave may be granted at the discretion of the Superintendent in the event that the Principal suffers a death of a grandmother, grandfather, or of a spouse's immediate family member (immediate family as defined above).

Bereavement leave may be extended upon application to, and in the discretion of, the Superintendent.

14. **PARENTAL LEAVE**

The Principal will be granted to leave in accordance with Family and Medical Leave Act (FMLA) as well as M.G.L., Ch. 149, Sec. 105D (the so-called Massachusetts Parental Leave Act (MPLA)) and other applicable statutes, federal and state. No provision in this section shall be deemed to incorporate by reference Ch. 149, Sec. 105D or other statutes into this contract.

15. **SABBATICAL LEAVE**

Sabbatical leave may be granted for the purposes of studying, to travel, or to benefit from a foundation or a federal grant. Sabbatical leave may be granted only upon a recommendation by the Superintendent and with approval of the School Committee and shall be granted only for professional improvement.

16. **INSURANCE**

A term life insurance plan equal to one hundred thousand (\$100,000) dollars with 100% of the premium paid by the District.

A disability insurance plan equal to two-thirds of that which the Principal would receive as salary for as long as he shall be disabled up to age 65; provided however, that said policy shall not take effect until the expiration of a ninety (90) day period, with 100% of the premium, paid by the District.

Individual or family coverage, whichever is applicable in the particular case, for Blue Cross and Blue Shield, or equivalent, of the type presently available to teachers and at the same premium split.

Principals will be covered by the school's liability coverage.

No section of this Policy provides that the school will indemnify any Principal other than by providing said liability coverage. The Committee will maintain in force current liability insurance policies.

17. **INDEMNIFICATION**

In accordance with, and to the extent provided by M.G.L. Chapter 258, Section 9, the Committee agrees to provide legal counsel and to indemnify the Principal against all uninsured financial loss 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 is acting within the scope of his employment or under the direction of the Committee. This indemnification protection shall only be applicable to the extent that such indemnification protection is covered by the school's liability coverage. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Principal in accordance with Section 22 of this Employment Agreement.

As a condition of receiving such indemnification, the Principal shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

18. **MILEAGE REIMBURSEMENT**

The Principal shall be reimbursed at the IRS mileage reimbursement rate for travel in his personal vehicle to and from required District activities, excluding commuting to and from the Principal's home.

19. **PERSONAL INJURY BENEFITS**

Whenever the Principal is absent from school as a result of personal injury caused by an accident or assault occurring in the course of her employment, he will be paid his full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for the period of such absence. The difference in pay between workmen's compensation award and full pay will be charged off to the Principal's annual or accumulated sick leave.

20. **PROFESSIONAL DUES**

The Principal's annual membership in appropriate state and national professional organizations approved by the Committee will be paid by the District.

21. **TECHNOLOGY**

The Principal shall have access to a computer purchased and owned by the District. These items are property of the District and shall be returned to the District at cessation of employment.

22. **TERMINATION**

In the event said Principal desires to terminate this contract before the term of service shall have expired, he may do so by giving at least a ninety (90) day notice of his intention to the Superintendent.

The Superintendent may dismiss, demote or suspend the Principal at any time for good cause (as hereinafter defined) in accordance with the procedures contained in MGL Chapter 71, Sections 42 and 42D. The Principal shall have the right to receive written charges and an opportunity to submit a written response for consideration by the Superintendent.

In the event of termination, the Committee's only obligation to the Principal shall be payment for services performed, and the reimbursement of any outstanding expenses.

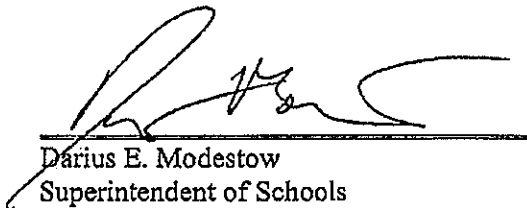
Upon expiration or earlier termination of this Agreement, the Principal shall return to the District all information, records, computer data, equipment, and files used or created by the Principal in the performance of this Agreement.

23. **DEDUCTIONS**
The payment of salary to the Principal shall conform and be subject to all federal, state and Committee regulations governing deductions from the above specified salary of any income taxes, social security taxes, retirement system deductions, annuity deductions, garnishments and other deductions.
24. **PROFESSIONAL ACTIVITIES**
The Principal may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided he does not derogate from his duties.
25. **SUPERVISION**
The Superintendent shall promptly refer to the Principal for his study and recommendation all criticisms, complaints, and suggestions brought to his attention.
26. **REIMBURSEMENT FOR EXPENSES**
The Committee shall reimburse the Principal for all approved budgeted expenses reasonably incurred in the performance of his duties under this contract. Some examples of such expenses are: costs of transportation and attendance at appropriate local, state and national meetings and conferences.
27. **EVALUATION**
The Superintendent shall evaluate the performance of the Principal annually based on 1) this contract; 2) the standards prescribed under the Massachusetts Educator Evaluation System, and in accordance with 603 CMR 35.04-35.11, including Standards and Indicators for Effective Administrative Leadership Practice; 3) as contained in the policies and directives of the Sunderland School Committee; 4) as contained in the policies and directives as the Superintendent; and 5) the annual school improvement goals agreed upon by the Principal and the Superintendent. The Superintendent shall be the determiner of the weight to be given to any evaluation criteria.
28. **ENTIRE AGREEMENT**
This contract embodies the whole agreement between the Committee, and the Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This contract may not be changed except by a written agreement signed by the party against whom enforcement is sought.
29. **SEVERABILITY**

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

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 THEREOF, the parties have hereunto signed this Contract and a duplicate thereof this 26th day of June, 2020.

By 
Darius E. Modestow
Superintendent of Schools

By _____
Sunderland Elementary School