

UXBRIDGE PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT

PRINCIPAL – TAFT EARLY LEARNING CENTER

THIS AGREEMENT, made and entered into this 27th day of July by and between the Superintendent of Schools and the Town of Uxbridge, Massachusetts, hereinafter referred to as the "Superintendent", and [REDACTED] of [REDACTED], hereinafter referred to sometimes as [REDACTED] and sometimes as the "Taft Early Learning Center Principal".

WITNESSETH:

WHEREAS, the Superintendent on the 27th day of July, 2023 appoints [REDACTED] Taft Early Learning Center Principal effective July 27, 2023, and;

WHEREAS, the Superintendent and [REDACTED] desire to enter into a written contract of employment setting forth the terms and conditions of such employment;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT** - The Superintendent hereby employs [REDACTED] as Taft Early Learning Center Principal of the Town of Uxbridge, and [REDACTED] hereby accepts such employment on the terms and conditions hereinafter set forth.

2. **TERM** - [REDACTED] shall be employed under this contract for the term of three years, July 1, 2023, through June 30, 2026, unless the Agreement is sooner terminated as herein provided for.

3. **COMPENSATION** - [REDACTED] shall be paid at an annual salary rate as follows:

July 1, 2023 – June 30, 2024 - \$108,250.00

July 1, 2024 – June 30, 2025 - Not less than \$110,210.00

July 1, 2025 – June 30, 2026 - Not less than \$113,516.00

The annual salary rate shall be paid to the Taft Early Learning Center Principal in twenty-six (26) equal bi-weekly payments in accordance with the schedule of payments established for other professional employees of the Superintendent.

4. **DUTIES** - [REDACTED] shall perform faithfully, to the best of his ability, the duties and responsibilities of the position of Taft Early Learning Center Principal which are set forth in the School District's approved job description for such position.

5. **CERTIFICATION** - The Taft Early Learning Center Principal shall hold and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as the Taft Early Learning Center Principal in the Commonwealth of Massachusetts as is required by Massachusetts General Laws, Chapter 71, Section 38G.

6. **REIMBURSEMENT FOR EXPENSES** - The Superintendent shall reimburse the Taft Early Learning Center Principal for all expenses reasonably incurred in the performance of his duties under this Agreement, provided, however, that the amount of such reimbursement during each year of the term shall not, without the approval of the Superintendent, exceed an amount which shall be initially agreed to by the Superintendent and the Taft Early Learning Center Principal through the budget process. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, regional, state, and national meetings and conferences with the approval of the Superintendent. Expenses for travel outside the district shall be reimbursed at the rate determined by the School Committee.

7. **OUT-OF-STATE TRAVEL** - The Superintendent shall reimburse the Taft Early Learning Center Principal for any out-of-state travel performed by him, which has been approved in advance by the Superintendent.

8. **STATE RETIREMENT** - The Taft Early Learning Center Principal shall be a member of the Teachers' Retirement System as is required by Massachusetts General Laws, Chapter 32, Section 2.

9. **GROUP HEALTH AND LIFE INSURANCE** - The group health and the group life insurance plan provided by the Town of Uxbridge for its employees shall be available to the Taft Early Learning Center Principal.

10. **SICK LEAVE** - The Employee will be entitled to 18 sick leave days per year with pay. Sick leave days shall be earned and credited on a prorated basis. Unused sick leave will accumulate to a maximum of 180 days.

After five (5) consecutive days of absence due to sickness or injury, a doctor's certificate may be required by the Superintendent or his/ designee.

11. **BEREAVEMENT DAYS** - When the death of a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent, son or daughter-in-law or household member of the Taft Early Learning Center Principal occurs, he shall be granted bereavement and funeral leave of up to five (5) working days without loss of pay. Additional bereavement and/or funeral leave requests due to extenuating circumstances may be granted at the sole discretion of the Superintendent.

12. **PERSONAL LEAVE DAYS** - In each school year, the Employee will be granted up to five (5) days of personal leave with pay, for the purpose of attending to matters (legal, business, family, religious), that cannot be reasonably attended to outside of the normal workday. Requests for personal leave should be submitted to the Superintendent in writing, in advance.

Personal leave days shall be earned and credited on a prorated basis. Unused personal leave days will be converted to sick days on July 1 of each contract year.

13. **HOLIDAYS** - The following paid holidays falling on standard work days will be granted:

Labor Day	Columbus Day	Veteran's Day
½ Day before Thanksgiving	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Year's Day
Martin Luther King Jr. Day	President's Day	Good Friday
Patriot's Day	Memorial Day	Juneteenth
July 4 th		

14. **VACATION** - The Taft Early Learning Center Principal shall receive each contract year twenty-five (25) working days of vacation, which shall be credited on the first day of each contract year, to be taken in the year in which it is earned. At least five (5) working days of vacation may be carried over to the next fiscal year at the request of the Taft Early Learning Center Principal prior to June 1st.

The Taft Early Learning Center Principal shall accumulate no more than thirty (30) working days of vacation in one fiscal year. In the event that this Contract is terminated for any reason prior to its expiration date, the Taft Early Learning Center Principal's vacation entitlement in the year of termination shall be deemed earned prorated on a monthly basis. All accrued and unused vacation time will be paid to the Taft Early Learning Center Principal at his per diem rate of pay promptly upon his resignation, retirement, or other termination. In the event that the Taft Early Learning Center Principal terminates his employment prior to June 30th, he is only entitled to a pro-rata share of vacation for that fiscal year.

During the three School Vacation weeks in December, February, and April, the Taft Early Learning Center Principal will be expected to work a total of 6 days. These days will be at his discretion and the approval of the superintendent and do not have to be consecutive days or during one full week of School Vacation. All other vacation days during the three weeks of school vacation shall be considered "on-call" days. The Taft Early Learning Center Principal may use these days as vacation days above and beyond the twenty-five (25) contracted days, but the Superintendent has the right to call him to work in the event of a special project, an emergency work situation, or other need as defined by the Superintendent.

15. **REIMBURSEMENT FOR COURSES** - The Superintendent will reimburse the Taft Early Learning Center Principal during the term of this Agreement for courses and/or professional development taken by the Taft Early Learning Center Principal in the furtherance of her education provided, however, that such courses and/or professional development shall receive approval in advance by the Superintendent.

16. **PERFORMANCE EVALUATION** - The Superintendent or his/her designee shall evaluate the performance of the Taft Early Learning Center Principal in writing once a year during his work year. The evaluation shall be related to the duties and responsibilities of the Taft Early Learning Center Principal as set forth in his position description and to the goals and objectives established by the Superintendent, and in the guidelines for administrative personnel according to MGL 71, section 59B. Each year a minimum of two, and no more than three goals based on MGL 71, section 59B will be met.

In the event that a deficiency in performance is identified through the evaluation process, the Principal shall be given specific direction for remediation for which he will have one year to demonstrate improved performance.

The performance evaluation will serve as the basis for the renewal of the contract.

17. INDEMNIFICATION

- A. The Committee shall at all times indemnify and hold harmless the Principal to the maximum extent of and in accordance with the terms of MGL c. 258B. The Principal shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship, the Principal shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her last effective per diem rate of pay or \$500.00, whichever is greater.

- B. In the case of a conflict between the interests of the Taft Early Learning Center Principal and the Committee, the Taft Early Learning Center Principal may upon prior notice to the Committee, independent legal counsel to provide representation to [REDACTED] during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases, the Counsel for the Committee shall retain primary responsibility for the preparation and presentation of the case. the Taft Early Learning Center Principal and his counsel shall fully and completely cooperate with the Committee Counsel in the defense of such action provided the parties' interests are not adverse.
- C. These indemnification provisions, (A. B. and C) shall survive the expiration of this employment agreement or the cessation of the employment relationship by any means or cause.


18. TERMINATION OF AGREEMENT - This Agreement may be terminated during its term by:


- A. Mutual agreement of the parties;
- B. Retirement of the Taft Early Learning Center Principal;
- C. Dismissal of the Taft Early Learning Center Principal for inefficiency, incapacity, conduct unbecoming a Principal, insubordination, or other good cause. In the event of the proposal to dismiss the Taft Early Learning Center Principal, the procedure set forth in Chapter 71, Section 42 of the Massachusetts General Laws shall be adhered to;
- D. Death of the Taft Early Learning Center Principal;
- E. May be terminated by [REDACTED] provided at least sixty (60) days' notice is given to the Superintendent.

19. ENTIRE AGREEMENT - This Agreement embodies the whole agreement between the Superintendent and the Taft Early Learning Center Principal, and 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 by written signed by the party against whom enforcement thereof is sought.

20. INVALIDITY - If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties, have hereunto signed and sealed this Agreement and duplicate thereof on the day and year first above mentioned.


[REDACTED]
Taft Early Learning Center Principal
Date 7/27/23


Michael Baldassarre, Ed.D.
Superintendent of Schools
Date 7/27/23