

AGREEMENT

DOUGLAS SCHOOL DISTRICT

AND

JONATHON BELL
PRINCIPAL

Agreement made this 13 day of July 2018, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Jonathon Bell of 16351 S. Hall St., Olathe, Kansas. This agreement is contingent upon Jonathon completing and submitting for the review of the District both a CORI and Digital Fingerprinting assessment indicating that there are no criminal or civil incidents that would cause the District to not enter into this agreement with Jonathon. Both parties agree that said employee (hereinafter referred to as the "Principal") shall perform the duties of PRINCIPAL as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Douglas School Committee.

The parties hereto agree as follows:

1. EMPLOYMENT

The District hereby employs Jonathon Bell as PRINCIPAL of the ELEMENTARY SCHOOL and Jonathon Bell hereby accepts such employment on the following terms and conditions.

2. TERMS

The term of employment set by this Agreement shall be the period commencing August 1, 2018 and ending June 30, 2021. It is understood in this original agreement that a definitive start date for this contract is contingent upon Jonathon selling his residence in Kansas and securing residency

here in Massachusetts. This contract will be rendered null and void should Jonathon fail to move to the Douglas area.

If the Superintendent does not intend to renew Jonathan Bell's contract, the Superintendent must so notify the Principal in writing by January 1, 2021. If such notification is provided, there shall be no obligation to continue with compensation beyond June 30, 2021.

If Jonathon Bell does not intend to complete the terms of his contract or intends to leave the District at the end of the contract year prior to the expiration of the contract, he must so notify the Superintendent at least ninety (90) days prior to his last day of work for the District. Failure to provide the required notice may result in the forfeiture of unused vacation.

3. COMPENSATION

Jonathon Bell shall be paid a base salary of Ninety Five Thousand Five Hundred (\$95,500) per annum, less income tax withholding and other normal employee deductions. Due to the anticipated start date of August 1, 2018, Jonathon's salary will be pro-rated in it's first-year to reflect the actual start date. The salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members employed by the Committee. This annual compensation shall be reviewed by the District on or before June 30th of each subsequent year of the life of the contract. The District may increase the Principal's salary during the term of this Agreement, if in the District's discretion, his performance as Principal and/or the general economic conditions warrant such increase. Any salary adjustment made during the life of this Agreement shall be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Principal.

4. TERMINATION

The Superintendent may terminate this agreement at any time for good cause and in

accordance with the procedures contained in M.G.L. Chapter 71, Section 41. As used herein, “good cause” shall mean any ground which is put forth by the Superintendent in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system.

In a challenge to a discharge of the administrator, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the administrator to any position.

5. DUTIES

Jonathon Bell shall perform faithfully and to the best of his ability the duties of PRINCIPAL and all other duties assigned to him under the supervision and direction of the Superintendent and his designee.

6. CERTIFICATE

Jonathon Bell shall furnish and maintain during the term of this Agreement a valid and appropriate certificate qualifying him to act in his position as required by General Laws, Chapter 71, Section 38G.

7. ALLOWANCE FOR EXPENSES

The District shall provide allowances for the following expenses:

- (a) Travel necessary in the performance of professional duties: \$400.00 per year
- (b) Attendance at professional meetings.

8. VACATION

Jonathon Bell will work a twelve-month contract with twenty-five days of vacation. There will be no vacation carryover. If Jonathon Bell leaves prior to the end of the fiscal year, vacation days will be pro-rated for the partial fiscal year of employment.

9. SICK LEAVE

Jonathon Bell shall accrue seventeen days of sick leave per annum. Any sick leave not used during the time of this Agreement may be accumulated to a maximum accumulation of 145 days. The Superintendent may grant, with School Committee approval, Jonathon Bell up to an additional year of sick leave in the event that Jonathon Bell suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

10. EVALUATIONS AND PERSONNEL FILES

A. The Principal will have the right, upon request, to review the contents of his personnel file. No material derogatory to the Principal's conduct, service, character, or personality will be placed in his personnel file unless the Principal has had an opportunity to review that material. The Principal will acknowledge that he has had the 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 Principal will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

B. The Superintendent shall evaluate the performance of Jonathon Bell in writing at least once annually not later than May 1 based upon: 1) the mandates contained in M.G.L. Chapter 71, as amended by the Education Reform Act of 1993; 2) the policies of the Douglas School Committee; and 3) the individual school improvement goals contained in the School Improvement Plan. The final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

11. INSURANCE

Pursuant to this Agreement health insurance benefits and options are provided by the Town of Douglas.

12. BEREAVEMENT LEAVE

Jonathon Bell shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Jonathon Bell shall receive up to 5 days personal leave with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

The District, at the request of Jonathon Bell and in accordance with Massachusetts General Law, shall withhold and transfer an amount of salary, as designated by Jonathon Bell, annually, semi-annually, or monthly, to a tax-deferred annuity program chosen by Jonathon Bell.

15. FAMILY AND MEDICAL LEAVE

The District will comply with the Family and Medical Leave Act of 1993.

The District will comply with the Parental Leave Act of 2015.

16. PROFESSIONAL IMPROVEMENT

The Principal shall be reimbursed for the cost of courses, and fees associated with attending professional conferences and seminars directly related to the area of primary responsibility within the District for the Principal. Attendance and participation in these opportunities for continued growth must be taken for the improvement of the Principal's professional skills with the following understanding:

(a) said course must have been approved, prior to registration, by the Superintendent of Schools

(b) said reimbursement must be pre-approved to ensure funding to support the cost of

participation in these professional development experiences

(c) such reimbursement shall not be excessive within a given contractual year

17. PROFESSIONAL ORGANIZATIONS

The District shall provide funds for membership in two professional organizations. Any reimbursement for additional organizations must be approved in advance by the Superintendent.

18. LEAVES OF ABSENCE

Leaves of absence without pay may be granted by the Superintendent for good and sufficient reasons.

19. PROTECTION

- (a) Jonathon Bell will immediately report to the Superintendent, in writing, all cases of assault suffered by him in connection with his employment. This report will be forwarded to the Committee which will comply with any reasonable request from the administrator for information in its possession related to the incident or to the persons involved and will act in an appropriate way as liaison between the administrator, police and the courts.
- (b) If criminal or civil proceedings are brought against an administrator alleging that he committed any unlawful act in connection with his employment, the Committee will furnish legal counsel and pay all fees necessary to defend him in such proceedings, provided that the administrator did not act in violation of written School Committee policy at the time of the alleged unlawful act.
- (c) If an appeal from a guilty finding is taken by Jonathon Bell, the expenses of such appeal shall not be paid for by the Committee unless approved by vote of the Committee.

- (d) The School Committee agrees to reimburse an administrator who has his personal property vandalized on/or about school property, for any damage not covered by the administrator's individual insurance coverage.

20. PRINCIPAL'S RESPONSIBILITIES

Jonathon Bell shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee and the Principal. Failure to fulfill the obligations agreed to in this Agreement will be viewed as a violation of the Administrators' Code of Ethics and will be good cause for discharge as noted in Paragraph 4 above.

21. ENTIRE AGREEMENT

This Agreement embodies the entire understanding and agreement between the District and Jonathon Bell and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in writing signed by both the Committee and Jonathon Bell. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

22. VALIDITY

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this _____ day of _____ 2018.



Jonathon Bell,
PRINCIPAL

Date 7/13/18



KEVIN MAINES,
SUPERINTENDENT OF SCHOOLS

Date 7/16/18