

EMPLOYMENT AGREEMENT
BY AND BETWEEN _____

And

CITY OF GARDNER SCHOOL DEPARTMENT

This Agreement made and entered into this ____ day of ____ 2015, by and between the City of Gardner School Department and _____, Principal/ Assistant Principal of the _____ School, hereinafter referred to as the Administrator.

WITNESSETH:

WHEREAS, The Superintendent of Schools desires to employ the services of _____ as Principal/ Assistant Principal of the _____ School of the City of Gardner Public School District (the "District") as provided for in M.G.L. Chapter 71, Sections 41 and 59B;

WHEREAS, it is the desire of the Superintendent to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Administrator;

WHEREAS, The Administrator represents that she or he is appropriately certified and will remain an appropriately certified Administrator by the Massachusetts Department of Education; and

WHEREAS, The Administrator desires to provide services to the District and to use her best efforts, skills, abilities and training to carry out the duties and responsibilities of the position;

NOW, THEREFORE, in consideration of these premises, the mutual covenants herein contained, and for other good and valid consideration, receipt of which is hereby acknowledged, the parties agree as follows under seal:

SECTION I. DUTIES

A. The Superintendent hereby agrees to employ _____ as the Principal/ Assistant Principal of the _____ School in the District to perform the functions and related duties as set forth more fully on the job description attached hereto as Exhibit A, applicable by-laws, rules and regulations, votes and policies of the School Committee, general or special laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Superintendent of Schools shall from time to time reasonably assign and/or are normally within the range of duties and responsibilities performed by a person holding the position of Administrator.

B. The Administrator shall maintain, in good standing, appropriate certifications as required

by any state, federal, or local law or regulation.

SECTION II. TERM

A. The term of this contract shall be three (3) years beginning July 1, 2015 until June 30, 2018, unless sooner terminated as herein provided (the "Term"). The Superintendent shall renegotiate with the Administrator a new contract on or before ninety (90) days prior to the expiration of the Term. If the Superintendent does not notify the Administrator on or before ninety (90) days prior to the stated expiration date that the District does not intend to renew this agreement, it shall be renewed for a one-year period. Notice of the Superintendent's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Administrator at his or her address of record before April 1 of the last year of the Term of this Agreement or any extension thereof.

B. The Administrator agrees to remain in the exclusive employ of the District during the term of this contract, or during any extended or renewal term agreed upon in writing. The last day of the term or subsequent term shall be known as the "Expiration Date" of this Agreement; and the Administrator shall not accept other employment nor become employed by any other employer until said termination date. The foregoing sentence shall not preclude the Administrator from engaging in consultative work, such as conducting workshops, training seminars, and professional writing, which do not interfere with the full performance of the duties of the Administrator.

C. Nothing in this Agreement shall prevent or otherwise interfere with the right of the Administrator to resign at any time from his or her position with the School District, so long as the Administrator provides a notice of at least sixty (60) days, which may be waived by the Superintendent at his or her discretion under extraordinary circumstances.

SECTION III. SUSPENSION & TERMINATION

The Superintendent of Schools may suspend or remove the Administrator for good cause in accordance with M.G.L. Chapter 71, Section 41, 42 and 42D, as amended.

SECTION IV. ARBITRATION

A. If both parties agree, any breach of the agreement may be submitted to Arbitration rather than court subject to the following:

If the parties agree to submit a claim under the provisions of this article, that agreement must be in writing and subject to the limitations herein. Any claims or controversies arising out of or relating to the interpretation of any term of this agreement shall be determined by an Arbitrator appointed in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of and standards of M.G.L. c. 150C.

B. Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within six (6) months of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms, which have not been previously forwarded to the Administrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Administrator to her position.

SECTION V. INDEMNIFICATION

A. The City of Gardner shall indemnify and hold harmless the Administrator to the maximum extent allowed by law and in accordance with the terms of MGL c. 258, Sec. 13. The Administrator 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 Administrator shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Service Commission or other body for any day or part thereof during which such assistance is rendered at his or her then effective per diem rate of pay.

B. This indemnification provision, Section V.A., shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

SECTION VI. SALARY

Subject to the terms and conditions of this Agreement, the Superintendent of Schools agrees to pay the Administrator for services rendered pursuant hereto an annual salary of _____ (\$_____) for the 20____-20____ fiscal year.

Salaries for all subsequent years will be renegotiated between the Administrator and the Superintendent of Schools, ninety (90) days prior to the anniversary date of the contract, subject to the minimum salary cause listed below.

The salary will be paid as per practice in force at the district. The current schedule is bi-weekly. Under no conditions, shall the salary of the Administrator be reduced for any subsequent year.

SECTION VII. PERFORMANCE EVALUATION

The Administrator shall be evaluated using the Massachusetts Department of Elementary and Secondary Education Department Educator Evaluation.

Failure on the part of either the Administrator or the Superintendent to insist on strict compliance with the terms of this section of the Agreement shall not constitute a waiver of any other terms or provisions of this Agreement.

SECTION VIII. HOURS OF WORK

Due to the unique nature of the employment, it is understood and agreed that in order to properly perform the job, the Administrator may have to expend additional time beyond the normal workday, and the Administrator agrees to do same, as it is necessary. Such additional time includes but is not limited to time required to represent the Superintendent of Schools at various meetings and events, meetings with the Superintendent of Schools, the School Committee, and other district boards, and time necessitated by emergency situations. It is acknowledged that the position of the Administrator is that of an executive nature as that term is used in the Fair Labor Standards Act and its rules and regulations. Accordingly, there shall be no paid overtime or additional compensation for said additional time. It is further understood that the Administrator's work hours, with proper notification to the Superintendent, may be flexible in recognition of the additional time spent beyond the normal work day in the conduct of the School District's business.

SECTION IX. REIMBURSEMENT FOR EXPENSES

A. The School Department shall reimburse the Administrator for all expenses incurred in the performance of the duties outlined under this contract, with prior approval of the Superintendent of Schools. Such expenses shall include, but shall not be limited to, costs of transportation, lodgings, and attendance at appropriate local and state meetings and conferences. Out of state conferences require advance Superintendent's approval. Other such matters shall require advance notice to the Superintendent of Schools for approval.

B. The Administrator shall be reimbursed for course work, programs, or appropriate seminars/conferences as pre-approved by the Superintendent, taken in conjunction with the continued certification as a school Administrator to a sum of \$7,000.00 annually, pending available funds in the budget.

SECTION X. OTHER BENEFITS

A. VACATION

The Administrator shall earn twenty five (25) vacation days per fiscal year. These vacation days will be earned at a rate of 2.08 days per month for a total of twenty five (25) days during the fiscal year. All vacation days must be used within thirty (30) days after the end of the fiscal year unless otherwise agreed to by the Superintendent in writing. Any vacation time not

used in accordance herewith shall be forfeit.

In the event of termination, all accumulated vacation time, will be paid to the Administrator (or his or her estate) in accordance with Massachusetts law, then in effect, at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work. In no case shall more than twenty seven (27) days be used to calculate this benefit.

B. SICK LEAVE

The Administrator shall be entitled to fifteen (15) sick days per fiscal year for the Administrator's or an immediate family member's genuine illness or disability, unlimited in accumulation. In event such days are not utilized prior to the Administrator's termination, either voluntary or otherwise, all accumulated sick leave shall be forfeit. Nothing in this paragraph shall limit the District's ability to require medical certification or other proof of need as provided by any applicable state or federal medical leave law.

The Administrator is eligible for disability insurance currently available to all other administrators of the Gardner Public Schools.

C. INSURANCES

The Administrator will be provided with the same insurance plans as provided for other employees by the School District and at the same rate of contribution. The administrator's share of the cost will be deducted from the Administrator's payroll checks. Administrator is referred to the plan documents which are available in the Human Resources office of the City of Gardner.

D. PERSONAL DAYS

The Administrator shall be allowed three (3) personal days without loss of pay for imperative personal business, which cannot effectively be conducted outside of school hours.

Requests for such leave should be made in writing to the Superintendent of Schools as early as possible before such absence occurs. Personal days should not be taken consecutively, nor to extend vacations or holidays.

G. BEREAVEMENT LEAVE

The Administrator may be allowed up to five (5) consecutive days leave without loss of pay in case of death in the immediate family. One day may be allowed for other deaths, at the discretion of the Superintendent. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable the Administrator to attend the funeral or to attend to family or personal matters arising as a result of the death.

H. PROFESSIONAL DAYS

Subject to the prior approval of the Superintendent of Schools, leaves of absence with pay for such time as is reasonable for the Administrator to attend seminars and conferences and/or conventions of professional organizations, or any other seminars or workshops as authorized by the Superintendent.

I. EXTENDED LEAVES

Administrator may be eligible for additional leaves pursuant to certain state or federal laws. Administrator is referred to the Human Resources Department of the City of Gardner regarding Administrator's eligibility for such leave. All requests for leave and replies thereto, shall be in writing to the Superintendent, with a copy to the City of Gardner Human Resources Department.

Time necessary for appearance in any legal proceeding connected with the Administrator's employment, or with the school system, will be granted without loss of pay

J. HOLIDAYS

The Administrator shall be entitled to the same holidays as other School Department personnel, as determined from time to time by the Superintendent of Schools and/or the School Committee.

K. PHONE

The District shall provide a smartphone with data plans to the Administrator for his or her daily use.

SECTION XI. RETIREMENT

The Administrator will be a member of the Teachers' Retirement System as required by MGL Chapter 32, Section 2.

SECTION XII. DUES & SUBSCRIPTIONS

Subject to annual budgetary appropriation and approval by the Superintendent of Schools, the Administrator shall have membership in the appropriate and relevant professional associations paid by the School District.

SECTION XIII. PROTECTION

A. The Administrator will immediately report all cases of assault and battery suffered to the Superintendent of Schools and will document the same in writing as soon as possible.

B. This report will be forwarded to the School Committee which will comply with any

reasonable request from the Administrator for information in the Superintendent's or Committee's possession relating to the incident of the persons involved, and the Superintendent and/or School Committee will act in appropriate ways as liaison between the Administrator and the police and courts.

C. If criminal or civil proceedings are brought against the Administrator alleging that assault and battery was committed in connection with her employment, the Superintendent and/or School Committee will furnish legal counsel to defend the Administrator in such proceedings if such assistance is requested, and provided that the Administrator was not in violation of the School Committee's policies relating thereto.

D. The Superintendent and/or School Committee shall reimburse the Administrator for any clothing or other personal property damaged or destroyed in the course of employment due to assault and battery.

E. The Administrator is entitled to all of the protections of M.G.L. Chapter 258, including Chapter 258, Section 9.

SECTION XIV. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(Redacted), Superintendent of Schools
Gardner Public Schools
Waterford Street
Gardner, MA 01440

Administrator:

Alternatively, notices required pursuant to this Agreement may be served to the Administrator at her residence or in the same manner as is applicable to civil judicial practice.

SECTION XV. GENERAL PROVISIONS

A. The terms set forth herein shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein; and this document may and shall only be modified by a writing executed in the same manner as this document is executed.

B. The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Administrator.

C. If any provisions or any portion thereof, contained in this Agreement is held

unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. The failure of a party to insist on strict compliance with a term or provisions of this Agreement shall not constitute a waiver of any terms of provisions of this Agreement.

E. This is a Massachusetts contract, entered into in Massachusetts, and any disputes shall be resolved in accordance with Massachusetts's law.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement this _____ day of _____, 20____

GARDNER SCHOOL COMMITTEE

ADMINISTRATOR

By:
Its: Superintendent of Schools
(Being Duly Authorized)
