

CONTRACT OF EMPLOYMENT TEMPLATE
between The North Andover Public Schools and

AGREEMENT made this 30th day of June, 2021, between the North Andover Public Schools, hereinafter referred to as the "District," and _____, hereinafter referred to as the "Employee." In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. EMPLOYMENT

The District hereby employs ____ as Administrator and ____ hereby accepts such employment subject to the following terms and conditions:

2. TERM

This agreement shall be for a three (3) year period beginning July 1, 2021 and shall expire on June 30, 2024, unless otherwise terminated sooner by either party pursuant to this Agreement. The Superintendent will notify the employee at least sixty (60) days prior to the expiration date of this contract as to whether s/he intends to renew this contract.

3. COMPENSATION

The District agrees to pay the Employee, in consideration of the faithful, diligent and competent performance of his/her duties and responsibilities and in compliance with the statutes and regulations of the Commonwealth of Massachusetts, at the following rate of pay:

July 1, 2021 - June 30, 2022	\$-----
July 1, 2022 - June 30, 2023	TBD
July 1, 2023 - June 30, 2024	TBD

The salary shall be payable in accordance with the current practice. The Employee shall also receive an additional longevity stipend in the amount of \$_____. The salary for additional contract years, if any, will be negotiated on a yearly basis.

4. TRANSFER AND ASSIGNMENT

The Employee is hereby assigned as Administrator. The Superintendent may, after consultation with the Employee, transfer or assign the Employee to another comparable position within the District. Such a transfer shall have no effect on the salary of the Employee prior to the end of the fiscal year in which the transfer takes place. Thereafter, the parties may renegotiate the Employee's salary to be compensable with his/her newly assigned position.

5. RESIGNATION

The parties understand and acknowledge that the District's ability to staff and plan the school year, in part, is dependent on the stability and consistency of its staff, therefore in the event the Employee desires to terminate this contract on or before June 30, 2024, the Employee agrees that s/he provide sixty (60) days written notice of his/her intention to the District.

6. NON-RENEWAL

This agreement expires on a date certain. If the parties are unable or unwilling to agree to extend this agreement in writing it shall terminate on the originally stated expiration date in clause 2

above. Upon expiration of the original term of employment, or any subsequent term of employment contained in a written amendment or successor agreement, all rights of the parties under the employment agreement shall cease and the Employee, even if employed by the District for more than three full and consecutive years in that position, shall have no rights or claims for continued employment against the Superintendent or the District under the original and or extended contract.

7. DUTIES AND RESPONSIBILITIES

The Employee shall faithfully, diligently and competently perform the duties and responsibilities of his/her position as provided by law, and as outlined by the District. The Employee shall follow the other general laws and regulations of the Commonwealth and all of the terms and conditions of this Agreement. The Employee shall comply with the lawful policies and procedures of the District and shall serve and perform such duties of his or her position at such time and policies and in such manner as the District may from time to time direct, which includes:

1. The statutes of the Commonwealth including without limitation, General Law chapter 71;
2. The policies of the North Andover School Committee; and
3. The employee's individual goals, as established by the employee and the Superintendent.

8. WORK DAY/WORK YEAR

- a. Work Day: The Employee recognizes that the proper performance of his/her duties and responsibilities will require the Employee to work longer than the school day and that his/her duties and responsibilities are not confined to prescribed hours.
- b. Work Year: The Employee shall work twelve months per year. The Employee shall receive twenty-five (25) vacation days per year. Employees will be allowed to carry over no more than five vacation days from one fiscal year to the next. Any vacation days over the allotted five days that are not used by June 30, shall be forfeited.

9. DISMISSAL DEMOTION, OR SUSPENSION

The Superintendent may suspend, demote or dismiss the Employee in accordance with the provisions of M.G.L. Chapter 71, Sections 41, 42 and 42D. It is understood and agreed that if the Superintendent does not renew, reappoint or extend this contract, under the provisions of section 6 of this contract, it shall not be considered a dismissal of the Employee.

Any dismissal, demotion or suspension of the Employee shall follow the process as set out in M.G.L. c. 71, 41 and 42D. The parties do not intend to create any contractual obligations with regard to the process through which the Superintendent may suspend, demote or dismiss the Employee that is different than what is required by statute.

- a. Good Cause: Where good cause exists, the Superintendent may discharge the employee who has served in this position in the district for three full and consecutive years, thereby terminating this contract prior to the expiration date stated above, provided that the employee has been informed of the basis for the Superintendent's decision and has been given an opportunity to exercise any right she or he may have under M.G.L. c. 71, §§ 41 and 42D.
- b. Superintendent's Discretion: The parties understand an employee serving in their

position for less than three (3) years may be discharged at the Superintendent's discretion.

10. SICK LEAVE

The Employee shall accrue 1.5 sick days a month up to fifteen (15) days per year, to a maximum accumulation of two hundred and twenty-five (225) days sick days.

11. PERSONAL LEAVE

The Employee shall be granted two (2) personal leave days at the beginning of each fiscal year to transact business, which cannot be conducted outside the normal working hours. Unused personal days shall not be carried over from year to year.

12. BEREAVEMENT LEAVE

The Employee shall be granted up to five (5) bereavement leave days on account of a death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister or member of the household in which the Employee is living. Three (3) bereavement leave days shall be granted on account of the death of a grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law or brother-in-law.

13. JURY DUTY

In the event the Employee is called for jury duty, he/she shall be permitted to be absent from work and shall be paid for the time spent as a juror, the difference between the amount received for jury duty and the amount she/he would have received for regular salary.

14. TUITION PAYMENT

The Employee shall be eligible for tuition payment, subject to the following terms and conditions:

1. Application for course payment shall be made, in writing, to the Superintendent in advance of the commencement of the course.
2. The course for which payment is sought must be approved in advance by the Superintendent.
3. The maximum payment per contract year is \$2,000.
4. At the conclusion of the course, the Employee shall provide the Superintendent with proof that the course was completed. Tuition reimbursement will then be provided. Failure to do so will result in a forfeiture of the tuition payment.

15. INSURANCE

The Employee shall be eligible to participate in the same health, dental and life insurance benefits provided by the Town of North Andover to other exempt and/or non-union Employees employed in the District, subject to the terms and conditions of said coverage and at the same rate of contribution applicable to said Employees.

16. REIMBURSEMENT FOR EXPENSES

The Employee shall be reimbursed for all expenses reasonably incurred in the performance of his/her duties in accordance with the laws of Massachusetts and the policies of the North Andover School Committee, when approved in advance by the Superintendent. Whenever required to travel, the Employee shall be reimbursed at the current Town of North Andover rate. The Employee may be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences, or other professional improvement sessions, which have been approved in advance by the

Superintendent.

17. CERTIFICATE

The Employee shall furnish to the Superintendent and maintain throughout the term of this contract a valid and appropriate certificate qualifying him/her to act as an Administrator in the Commonwealth.

18. EVALUATION

The Superintendent, or his/her designee as supervisor, shall evaluate the performance of the Employee, in writing, each year during the term of this agreement. The evaluation plan format, describing the evaluation and process, will be established by the Superintendent or his/her designee and shared with the Employee. Each evaluation judgment made shall be in writing and shall be supported by rationale and objective evidence. The evaluation will be based on responsibilities described in the job description and the performance objectives developed by the supervisor and Employee. The evaluation process will include the following components:

1. The Employee and the Superintendent or his/her designee will work together to develop goals and objectives for the school year.
2. The Employee will have regular opportunities to meet with the supervisor to discuss his/her goals, areas of concern, and other pertinent issues.
3. The evaluation process will include a formal evaluation conference, as well as a written performance appraisal (to be completed by the supervisor no later than June 30th of each year during the term of the contract).

19. PROFESSIONAL ACTIVITIES

The Employee may accept speaking, writing, lecturing or other engagements of a professional nature as s/he sees fit, provided they do not interfere with or derogate from his/her duties. In any case, when such activities may interfere with or derogate from his/her duties, the Employee must obtain the advance approval of the Superintendent.

20. OTHER BENEFITS

The North Andover Public Schools shall pay for expenses for the memberships in professional organizations and professional publications reasonably related to the performance of the duties of the Employee, subject to the approval of the Superintendent.

21. ENTIRE AGREEMENT

This contract embodies the whole agreement between the District and the Employee. This agreement may not be changed except by agreement in writing signed by all parties.

22. INVALIDITY

If any paragraph, part of, or rider to this agreement is invalid, it shall not affect the remainder of said agreement, but said agreement shall be binding and effective against all parties.

23. RIGHTS RESERVED

The parties to this contract reserve all rights guaranteed them under the Constitution of the United States and the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and duplicate thereof this 30th day of June, 2021.

Administrator

Superintendent of Schools

Date

Date