

**CONTRACT OF EMPLOYMENT BETWEEN
THE READING SCHOOL DISTRICT**

AND

NAME

THIS AGREEMENT is effective the 20th day of August, 2021, between the Reading School District, hereinafter referred to as the "District", and NAME hereinafter referred to as the Administrator.

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 NAME as Team Chairperson for the Reading Public Schools, subject to the terms and conditions hereinafter provided.

2. TERM

This agreement shall commence August 20th, 2018 and shall be for a one-year period, terminating on June 30, 2019. The district will notify the Administrator of its intent to renegotiate or terminate this contract, in writing, at least 30 days prior to the end of the contract period. If the Superintendent does not provide 60 days' notice, the contract shall be automatically extended for one year with the same terms and conditions.

3. COMPENSATION

The District agrees to pay the Administrator, in consideration of the faithful, diligent and competent performance of his/her duties and responsibilities as provided herein, the job description attached hereto, and the status and regulations of the Commonwealth of Massachusetts, at the following rate of pay:

A. Effective 8/20/18-6/30/19: \$ annually, less appropriate deductions

The annual salary is based on working 195 days. If the Administrator works less than 195 days, the salary will be adjusted based on the number of actual days worked. In the event that the Administrator works additional days over and above the 195 days in a contract year, the salary paid will be the per diem rate. The Administrator will only be compensated for those days over 195 that have been pre-approved by the Director of Student Services and the Superintendent.

The base salary shall be payable in twenty-one (21) equal installments, paid between the months of September through June.

4. TRANSFER AND ASSIGNMENT

NAME is hereby assigned to the Reading Public Schools. The Superintendent may, after consultation with the Administrator, transfer or assign the Administrator to another position within the District without loss of pay.

5. RESIGNATION

In the event the Administrator desires to terminate this contract on or before the last day of this contract, he/she may do so by giving at least ninety (90) days' notice of his/her intention to the District.

6. DUTIES AND RESPONSIBILITIES

The Administrator shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the Administrator under:

- A. State and Federal laws and regulations, without limitation, M.G.L. Chapter 71 & 71B, as amended by the Education Reform Act; IDEA and Section 504 of the Rehabilitation Act;
- B. The job description;
- C. The policies of the School Committee;
- D. Procedures of the District;
- E. The Standards for Administrators set by the District;
- F. The Administrator's individual goals as established by the Administrator and the Superintendent or his/her designee.

7. WORK DAY - WORK YEAR

A. WORK DAY

The Administrator recognizes that the proper performance of his/her duties and responsibilities will require the Administrator to work longer than the school day and that his/her duties and responsibilities are not confined to prescribed hours.

B. WORK YEAR

The Administrator's work year shall be one hundred ninety-five (195) days.

8. DISMISSAL, DEMOTION, OR SUSPENSION

- A. Termination without Notice during First 90 Days of Employment. The Superintendent may terminate the Employee's employment without written notice for any reason during the first 90 days of the Employee's employment with the District.
- B. Termination without Notice for Cause. The Superintendent may suspend, demote or dismiss the Administrator during the term of this contract for good cause. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event this contract is terminated for good cause, the Administrator shall be so notified in writing. Upon request of the Administrator, he/she may meet with the Superintendent to review the decision. It is understood and agreed that non-reappointment of the Administrator by the District upon the expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal. A transfer under section 4 of this contract shall not be considered a demotion.
- C. Termination with Notice without Cause. The Superintendent reserves the right to terminate employment at any time during the Employment Term for any reason, providing the Employee is furnished with one (1) month's written notice, except during the first 90 school days of the Employment Term.

9. SICK LEAVE

The Administrator shall be entitled to a sick leave benefit of ten (10) sick days, to accumulate to a maximum of one hundred eighty five (185) days. Up to five (5) sick leave days may be used each fiscal year for the purpose of attending to a member of the Administrator's immediate family who is ill or injured. In case of prolonged illness or injury, the Administrator shall be responsible for keeping the Superintendent informed of his/her progress and anticipated date of return to work. Immediate family, as used herein, shall mean spouse, child, mother or father.

The Administrator may be required to submit, upon request of the Superintendent, or his/her designee, appropriate medical documentation as proof of illness or injury. The District reserves the right, at its expense, to require the Administrator to be examined by a doctor of its choice.

10. PERSONAL LEAVE

The Administrator shall be entitled to two (2) personal days leave annually to transact business which cannot be conducted outside the normal working hours. Unused personal days shall not be carried over from year to year.

11. BEREAVEMENT LEAVE

The Administrator shall be granted up to five (5) days leave, with pay, 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 Administrator is living.

An absence of up to three (3) days shall be granted for the purpose of attending the funeral of the Administrator grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law or brother-in-law.

12. PARENTAL LEAVE

The Reading School District, upon request, shall grant a parental leave of absence for the birth or adoption of a child of no more than eight (8) calendar weeks' duration for employees who have been employed for at least 90 days in the District. Such leave shall be unpaid except to the extent of actual disability, supported by a doctor's certificate, which shall be treated as paid sick leave subject to the conditions set forth in Article 9. An application for leave must be made at least fourteen (14) calendar days prior to the anticipated date of departure and must include a statement of intention to return and the approximate date on which return is expected. This notice provision may be waived by the Superintendent in the event of extenuating circumstances.

13. JURY DUTY

In the event that the Administrator 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 he/she would have received for regular salary.

14. TUITION REIMBURSEMENT

The Committee will provide tuition reimbursement for graduate courses that improve the professional competence of the Administrator, subject to the following terms and conditions:

- A. The course must be approved in writing, in advance, by the Superintendent.
- B. Courses of less than two (2) credits will not be reimbursed.

- C. Not more than six (6) such credits shall be reimbursed in a fiscal year and the total reimbursement shall not exceed \$1,500.00 per employee.
- D. Requests for reimbursement shall be accompanied by evidence of payment and evidence of satisfactory completion of courses at an accredited institution of higher learning, or an approved national institute.

15. INSURANCE

The Administrator shall be eligible to participate in the same health and life insurance benefits provided by the Town of Reading to other professional 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 Administrator is eligible for reimbursement for travel and other reasonable expenses incurred directly as a result of their work for the School District and with prior written approval of the Superintendent.

17. CERTIFICATION

The Administrator represents that he/she holds a Massachusetts Department of Elementary and Secondary Education license required for the position. Failure to have proper licensure will cause this contract to become null and void. Throughout the term of this contract, the Administrator shall furnish and maintain a valid and appropriate certification qualifying he/she to act as an Administrator in the Commonwealth of Massachusetts.

18. PROFESSIONAL ACTIVITIES

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

19. EVALUATION

The Superintendent or his/her designee shall evaluate the performance of the Administrator and shall meet the Administrator on or before June 30th to discuss such evaluation. The Administrator shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response thereto. Where applicable, the Superintendent or his/her designee will use the Department of Elementary and Secondary Education Educator Evaluation System. As part of this system, the Administrator agrees to participate in a 360-degree feedback component in accordance with Massachusetts General Laws, meaning that written input may be solicited from parents, teachers and other employees within the school system. This information will be shared with the Administrator, in summary form, and will be used by the Superintendent for evaluative purposes.

20. OTHER BENEFITS

The Reading Public Schools shall pay for expenses for the Administrator's membership in professional organizations and professional publications reasonably related to the performance of the Administrator duties, subject to the approval of the Superintendent.

21. ENTIRE CONTRACT

Contract of employment between the Reading School District and NAME

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

22. INVALIDITY

If any paragraph, part of, or rider of 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 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 _____, day of _____, 2020.

READING SCHOOL DISTRICT

By: _____
NAME

By: _____
John F. Doherty, Ed.D
Superintendent of Schools