

# CONTRACT OF EMPLOYMENT BETWEEN

AND

## THE ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT

This agreement made this , is by and between the Superintendent of the Athol-Regional School District ("the Superintendent"), and , hereinafter referred to as the "" . In consideration of the promises herein contained, the parties hereto mutually agree as follows:

**1. EMPLOYMENT**

The Superintendent hereby agrees to employ as of the (referred to as the ) and the hereby accepts employment on the following terms and conditions.

**2. TERMS**

The shall be employed for a three year period commencing on July 1, 2017, through June 30, 2022.

This agreement between the parties without further action by the parties shall be extended by successive periods of one year each time the anniversary date of this contract is reached if no further action is taken by the School District or the Assistant Principal.

**3. WORK YEAR**

The work year for the Assistant Principal shall be twelve-months.

**4. COMPENSATION**

**A. Regular Salary:**

The Assistant Principal's compensation shall include, in consideration for services provided, the following as regular compensation:

**B. Payment of Salary and other Direct Monetary Compensation**

The salary, benefits and compensation shall be paid in twenty-six equal installments, subject to deductions required by law and those agreed to by the and the Superintendent. All sums, including but not limited to all salary or benefits due under any provision of this Agreement, due upon resignation, termination or death shall be paid to the or his/her estate in the pay period next following same, or upon appointment of a fiduciary for the estate.

**C. Prohibition Against Reduction of Salary or Direct Monetary Compensation of any kind**

At no time during the life of this Agreement, or any extension thereof, shall the salary or direct monetary compensation, of any kind, be reduced.

**5. FRINGE BENEFITS**

**A. Sick Leave**

The will be granted twelve (12) days of sick leave per fiscal year, and which will be credited to his account annually on July 1 of each fiscal year for days earned over the previous fiscal year. In the first year covered by this Agreement, the will be credited with twelve (12) days of sick leave commencing with his first day of employment in the District. Unused sick leave may be accumulated. Accrued sick days shall be rolled over from previous years of employment in the district.

**B. Personal Leave**

The may take three (3) days of personal leave per year not to be counted against sick time.

**C. Bereavement Leave**

The Assistant Principal is granted five (5) days bereavement leave for a death in the immediate family.

**D. Health Insurance**

The Committee agrees to pay the same percentage of the cost of the District provided medical and dental insurance as provided to other employees in the District.

**E. Assistant Principal’s Expenses**

During the term of this Agreement, the District shall bear the expenses incurred by the for the purpose of attendance at workshops, leadership academies and college courses within the geographic region (i.e. New England) contingent upon professional development funds being available and prior approval of the Superintendent of Schools.

The District will also annually bear the cost of dues paid and membership in the Massachusetts Secondary Administrators’ Association (MSSAA), contingent upon professional development funds being available.

**F. Life Insurance**

The District agrees to pay the same percentage of the cost of a ten thousand-dollar (\$10,000) group life insurance policy as provided other employees of the District.

**G. Vacation**

The shall be entitled to twenty-five (25) paid vacation days between July 1 and June 30 during each of the fiscal years covered by this Agreement. The Assistant Principal shall be allowed up to ten (10) days to be carried over from the previous year, allowing for up to thirty-five (35) days to be utilized in any one year covered by this Agreement

The will ensure that the Superintendent and the Central Office Personnel are notified as to where he/she can be reached during periods when he/she is on vacation.

1. All accumulated vacation time will be paid to the in the next pay period following resignation, retirement, or termination at the then in effect per diem rate of pay.
2. The shall be entitled to all holidays recognized by the District and made available to any other District employee. These holidays include:

New Year’s Day	Memorial Day	Veteran’s Day
Martin Luther King Day	Independence Day	Thanksgiving
President’s Day	Labor Day	Day after thanksgiving
Patriot’s Day	Columbus Day	Christmas Day

**H. Cell Phone**

While the is also serving as the District Athletic Director, he shall receive a cell phone reimbursement of up to \$50 per month payable from the athletic revolving account. In the event the is no longer the, he will remain entitled to this up to \$50 per month cell phone reimbursement from District funds.

**6. STATE RETIREMENT ASSOCIATION**

The Assistant Principal shall be a member of the Teachers' Retirement System as required by M.G.L., Chapter 32, Section 2.

**7. DUTIES**

The shall perform faithfully to the best of his/her ability the duties of Assistant Principal of Athol High School School. The hereby agrees to be governed by the policies of the School Committee except that any conflict between those policies and this agreement or state or federal law shall be resolved in favor of this agreement or the applicable statutory provision.

**8. PERFORMANCE**

- A.** The and Superintendent shall fulfill all of the terms of this Agreement. Any exceptions thereto shall be by mutual agreement between the Superintendent and the Assistant Principal in writing.
- B.** The Superintendent shall evaluate the performance of the in writing in accordance with the DESE mandated administrator evaluation template which articulates the goals, objectives and standards by which the performance will be measured. Such instrument shall be considered as part of and incorporated by reference in this document and shall:
1. It shall be signed by the and placed in his/her personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement of receipt of the document. The may respond to the evaluation in writing and may attach his/her response to the evaluation in his/her file.
  2. In addition, the shall meet with the Superintendent at least twice each year for the purpose of discussing his/her performance as well as the working relationship between the Superintendent,.
  3. The Superintendent shall promptly and discreetly refer to the, in writing for his/her study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his/her performance.
  4. The performance assessment shall be used for the following purposes:
    - a. To strengthen the working relationship between the Superintendent,
    - b. , and to clarify for the the responsibilities the Superintendent relies on the to fulfill;
    - c. To discuss and establish mutual goals for the ensuing fiscal year.

**9. CERTIFICATION**

The shall furnish and maintain throughout the term of this contract, a valid and appropriate certificate qualifying him/her to act as of the Athol High School in the Commonwealth.

**10. OTHER ACTIVITIES**

The shall not, without prior permission of the Superintendent, undertake any elected office or employment which requires his/her presence or attention during any regular business day or which derogates from his/her professional responsibilities and duties of . The may, however, accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he/she sees fit, provided they do not derogate from his/her duties as . However, none of those meetings may have any connection to or be sponsored by the Athol Teachers' Association or the Massachusetts Teachers' Association without the written permission of the Superintendent of schools. If approved, the ,

on such occasions, will ensure that the Superintendent, and Central Office personnel are notified as to where he/she can be reached should the need arise.

## **11. TERMINATION OF EMPLOYMENT CONTRACT**

### **A. Termination of Employment contract by the Assistant Principal**

The shall have the right to terminate this Agreement before the term of its completion by giving forty-five (45) days notice in writing to the Superintendent prior to the desired termination date. Said notice shall be sent to the Superintendent by certified mail, return receipt requested, addressed to the Superintendent of Schools Office. Both parties to this Agreement may agree to notice of less than forty-five (45) days if requested by the Assistant Principal and approved by the Superintendent.

### **B. Termination of Employment Contract by the Superintendent**

This contract may be terminated for good cause. In the event the charges made against the lead to his/her termination, the may elect to have the matter submitted to arbitration in accordance with the rules of the American Arbitration Association. If the charges against the are not sustained at such hearing or after his/her appeal, the District shall reimburse the for his/her actual and necessary attorney's fees, costs and disbursements incurred and any damages which may be awarded by the Arbitrator.

Good cause as used herein, shall be defined as misconduct, incompetence, inefficiency, conduct unbecoming an, physical or mental incapacity, or insubordination.

## **12. ENTIRE AGREEMENT**

This contract embodies the whole agreement between the Superintendent and the and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing and signed by the party against whom enforcement thereof is sought.

## **13. 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.

## **14. ARBITRATION**

Any controversy or claim arising out of, or relating to any term or condition of this agreement, or employment practices or policies of the Committee or the breach thereof, shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and judgment or decision by an arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L., Chapter 150C.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with AAA and the other party.

The arbitrator may enter any appropriate award including compensatory damages, which may include damages under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected in good faith, but in no case such award, order or require the reinstatement of the Principal to his/her position.

## **15. INDEMNIFICATION**

The Committee agrees to indemnify the against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence resulting in the bodily injury to any

person or in damage to the property of any person while the is acting within the scope of his/her employment or under the direction of the Committee as permitted by M.G.L., Chapter 258.

**16. OTHER CONDITIONS**

It is agreed that if the terms of this contract are maintained, and the wishes to return to his previous position as ; the following will occur:

**17. PRECEDENCE OF AGREEMENT**

This agreement takes precedence over any prior employment contract that might have been entered into by the parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement:

**ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT**

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Darcy Fernandes  
Superintendent ARRSD

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_