

CONTRACT OF EMPLOYMENT  
BETWEEN  
<<NAME>>  
AND  
THE GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT  
FOR THE POSITION OF  
<<POSITION>>

THIS AGREEMENT is made as of <<DATE>> by and between the GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT, hereinafter referred to as DISTRICT and <<NAME>> hereinafter referred to as the <<POSITION>>.

In consideration of the promise herein contained, the parties hereto mutually agree as follows:

**1. EMPLOYMENT:** The DISTRICT hereby employs <<NAME>> as <<POSITION>> within the Groton-Dunstable Regional School District, and the <<POSITION>> hereby accepts employment on the following terms and conditions:

**2. TERM:** The <<POSITION>> shall be employed for a one-year period commencing <<START>> through <<END>>.

**3. COMPENSATION:**

A. The <<POSITION>> shall be paid an annual salary commencing as of the effective date of this Agreement of <<SALARY>> per year, payable in equal installments in accordance with the policy of the School Committee of the DISTRICT. The <<POSITION>>'s salary will be reviewed on an annual basis.

B. The salary stated herein shall not be reduced below the amount received by the <<POSITION>> in the previous contract year, provided, however, that the <<POSITION>>'s salary may be reduced upon his or her demotion, administrative reorganization or a transfer to another school or position.

**4. CONDITIONS OF EMPLOYMENT:** The <<POSITION>> shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the Policies of the Groton-Dunstable Regional School Committee regarding Working Conditions of Administrators, as contained in attachment "A" and as may be from time to time modified by the Committee, Superintendent and the G.L. of the Commonwealth.

**5. DUTIES AND RESPONSIBILITIES:** The <<POSITION>> shall also faithfully and effectively perform the duties contained in the job description of <<POSITION>>.

The <<POSITION>> recognizes that his/her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the DISTRICT.

**6. ANNUAL WORK SCHEDULE:** The <<POSITION>> shall work <<DAYS>> days.

**7. PERFORMANCE:** The <<POSITION>> shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the <<POSITION>> and the Superintendent of Schools in writing.

**8. TERMINATION, DEMOTION AND SUSPENSIONS:**

- A. In the event that a <<POSITION>> desires to terminate his/her contract before the term of service shall have expired, he/she may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.
- B. The Superintendent may dismiss, demote or suspend the <<POSITION>> for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if the <<POSITION>> is eligible to elect such procedures by virtue of service for three or more full consecutive years.
- C. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. Nor Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.
- D. The Superintendent may dismiss, demote, or discharge an <<POSITION>> who has not worked in the district as such for three full, consecutive years for any reason rationally related to the operation of the district. In such cases the <<POSITION>> may not seek review of such decision by filing a demand for arbitration, with any agencies. The sole remedy shall be by court proceedings. The judicial dispute if any shall be limited to a determination of damages under the contract.

**9. EVALUATION:** The Superintendent, or his/her designee, shall evaluate the performance of the <<POSITION>> annually based on upon 1) the duties and responsibilities contained

in the <<POSITION>>'s job description; 2) as presented and called for under M.G.L., chapter 71; Section 38 and 603 CMR 35.00; 3) as contained in the Policies of the Groton-Dunstable Regional School Committee. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

**10. ENTIRE AGREEMENT:** This contract embodies the whole CONTRACT between the DISTRICT and the <<POSITION>> 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 by a writing, by the party against whom enforcement thereof is sought.

**11. SEVERABILITY:** It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

\_\_\_\_\_  
<<NAME>>

\_\_\_\_\_  
Date

\_\_\_\_\_  
GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

\_\_\_\_\_  
Date

## Addendum A

This addendum identifies additional benefits administrators shall be eligible to receive. Administrators both building level and district level are eligible for such benefits and also subject to other conditions of employment as set forth by the School Committee. Such benefits shall include:

- A. **Sick Leave:** Fifteen (15) days of sick leave shall be granted. The Superintendent, upon request, will be furnished with proper medical certification of illness or disability when the Administrator has been absent for five or more consecutive days. The maximum accumulation of sick leave days for administrators is one hundred and eighty (180).
  
- B. **Bereavement Leave:** Up to five (5) school days, at any one time, with pay, in the event of a death in the immediate family. Immediate family is defined to include parent, parent-in-law, grandparent, grandchild, spouse, domestic partner, child, brother, sister, or person residing in the immediate household and one (1) day for extended family or friend.
  
- C. **Personal Leave:** Three (3) personal days, upon approval of the Superintendent, with pay, each school year for personal, legal business, household, family matters, or religious observances. Personal days cannot carry over from one year to the next.
  
- D. **Vacation:** Four (4) weeks of vacation leave with pay may be available within the term of this contract upon application and approval by the Superintendent. Employee will accrue vacation at a rate of 1.67 days per month. Employee may be advanced vacation up to an allotment of 20 days. Provided the employee takes more vacation than accrued on terminating employment, days will be deducted from the final paycheck.
  
- E. **Holidays:** The District will provide all legal holidays observed in Massachusetts plus one (1) floating holiday for a total of thirteen (13) days. If the holiday falls on a Saturday, it will be observed on Friday. If the holiday falls on a Sunday, it will be observed on Monday. The legal observances are:

|                  |                |                            |
|------------------|----------------|----------------------------|
| Independence Day | Labor Day      | Columbus Day               |
| Veteran's Day    | Thanksgiving   | Day after Thanksgiving     |
| Christmas Day    | New Year's Day | Martin Luther King Jr. Day |
| President's Day  | Patriot's Day  | Memorial Day               |

- F. **Health and Insurance Benefits:** Administrators will be eligible for health and insurance benefits that are afforded to the professional employee groups in the Groton-Dunstable Regional School District.
- G. **Life Insurance:** \$50,000 The Lincoln National Life Insurance policy paid by the District.
- H. **Disability Insurance:** Lincoln Financial Group (LTD) 60% of basic monthly earnings to maximum benefit of \$5000/month (paid by the district) as long as he/she meets the eligibility requirements of the insurer. LTD provides compensation insurance for temporary or permanent disability. Coverage becomes effective on the 91<sup>st</sup> calendar day of disability. There is no direct cost to the employee, though the premium paid will be added to the employee's W-2 wage statement. (The latter ensures that the benefit, if and when needed, will be "tax-free" to the employee.)
- I. **403 B Program:** Tax sheltered annuities are available at employee contribution only.
- J. **Professional Development:** The administrators shall be reimbursed for the reasonable expenses associated with attending conferences and meetings, subject to the prior approval of the Superintendent. The Superintendent, at his/her discretion, may also reimburse administrators for professional courses up to \$1,500 per year. It is the expectation of the Groton-Dunstable Regional School District that administrators will be attentive to their continued professional development. Administrators who have completed two years of service in Groton-Dunstable Regional School District shall be eligible for an annual tuition reimbursement of \$8,000. (This will be in lieu of the \$1,500 allocation normally available.) Participants must be in doctoral programs that are approved by the Superintendent of Schools. Participants must remain in good standing in their programs. Participants who receive reimbursements under this program must remain in the district for one year of service after the last year of reimbursement. If the administrator leaves the district prior to the required one year after the last reimbursement, he/she agrees to repay the district for the last tuition payment (\$8,000). The Superintendent reserves the right to limit the number of years of an individual's participation in this program.
- K. **Professional Associations:** The administrator may become a member of professional organizations at district expense on an annual basis with prior approval of the superintendent.

- L. **Sick Leave Upon Retirement:** Upon retirement with MTRB or Middlesex Retirement (not termination for any other reason), and with a minimum of ten years' service in the Groton-Dunstable Regional School District, administrators shall be paid for accumulated sick days up to but not in excess of thirty (30) days of accumulated sick leave at the administrator's per diem rate, based upon the work days in the work year.
  
- M. **Temporary Leave of Absence with Pay:** Administrators shall be granted the following temporary leave of absence with pay each school year upon the approval of the Superintendent of Schools for time necessary for appearances in any legal proceeding connected with the administrator's employment or with the school system.
  
- N. **Other Leaves:** Other leaves of absence may be granted by the Superintendent if, in his/her view; said leaves are consistent with the goals and objectives of the Groton-Dunstable Regional School District. The Superintendent will also determine if a leave of absence is to be paid or unpaid.
  
- O. **Extended Day Care Enrollment:** The Superintendent may permit a child to attend the extended day care program sponsored by the Groton-Dunstable Regional School District with payment of 50% of the usual rate, so long as the child resides with a parent/guardian who is employed by the district in a position covered by this agreement. Such attendance is subject to a determination by the Superintendent that there is space available without the need to add staffing. Employees should be aware of and seek assistance regarding potential tax consequences of accepting this employee benefit.