

**NARRAGANSETT REGIONAL SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT**

This contract is made as of July 1, 2016 by and between the Narragansett Regional School Committee, hereinafter referred to as the "Committee" and _____ hereinafter referred to as "_____."

1. EMPLOYMENT

The Narragansett Regional School District hereby employs Ann Marie Guyster as _____ of the Narragansett Regional School District, and _____ hereby accepts employment subject to the following terms and conditions.

2. TERM

The _____ shall be employed from July 1, _____ through June 30, _____. The _____ will, prior to _____ decide whether or not to enter into negotiations for a new or extended contract with the _____. The _____ shall notify the _____ no later than April 1 _____ of the above referenced provision. The failure of the _____ to vote prior to _____ shall not be construed as a roll over or an extension of the Contract. In no event shall the non-renewal of the _____ Contract be considered a termination of same. If the _____ does not notify the _____ at least _____ months prior to the stated expiration date that it does not intend to renew this agreement or enter into negotiations for a new or extended contract, it shall be renewed for a one year period.

3. WORK YEAR

The work year for the _____ is _____.

4. COMPENSATION

Effective _____, the _____ starting annual salary shall be \$ _____. Effective on July 1, 20__ and each subsequent July 1 and upon annual satisfactory performance evaluation, the _____ may be eligible for a salary increase for that period. For the purpose of proration, the regular work year is _____.

5. VACATION

The _____ shall be allowed _____ days vacation per year, subject to the notification, in advance, to the _____. Under unusual circumstances, (#) unused vacation days may be carried over one year with Committee approval.

6. HOLIDAYS

The Superintendent shall be entitled to all holidays as observed by the Narragansett Regional School District Central Office.

7. PAID LEAVES OF ABSENCE

The _____ shall be allowed seventeen (17) annual paid sick days.

The _____ may carry over unused sick days from one Contract year to the next, up to a maximum of ninety (90) days, for his use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committee, and the _____ at the request of the Committee, shall provide a physician’s certification of illness. The Committee will grant extended sick leave if accrued sick leave is depleted prior to the commencement of Long Term Disability benefits. Unused sick leave shall not be reimbursed upon termination or non-renewal of his employment. The Superintendent may take sick leave for family/household members, as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. Upon use of more than seventeen days sick leave in any fiscal year the Superintendent, at the request of Committee, shall provide a physician’s certification of illness.

The Superintendent may take bereavement leave as needed with approval of _____

In cases of vacation, sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the _____ with advance notice, whenever possible, of such vacation or leave

- personal leave
- bereavement leave
- Jury Duty

8. TERMINATION OF CONTRACT BY EMPLOYEE

In the event that the _____ desires to terminate this contract before the term of service shall have expired, he may do so if he gives at least _____ days written notice of his intention to do so. Said notice shall be sent to

9. TERMINATION by _____

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so if he gives at least one hundred and twenty (120) days written notice of his intention to do so. Said notice shall be sent by registered mail to the residence of the Chairperson of the Committee

10. TERMINATION AND DISCIPLINE BY _____

Where good cause exists, the _____ may discharge the _____. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the _____ to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a _____ t or insubordination.

The _____ may discharge the _____ provided that, the _____ shall provide the _____ with a notice of intent to dismiss with an explanation of the grounds for the dismissal, and if he so requests, he shall be given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the _____ at which hearing he may be represented by an attorney, at his own expense, or other representative to present evidence and to call witnesses pertaining to the bases for the decision and to his status as an employee. Upon the discharge of the _____, no tribunal shall have the power to reinstate him. The _____ may appeal his dismissal for good cause by filing a petition with the American Arbitration Association.

Under no circumstances shall the arbitrator award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

11. CERTIFICATE

The _____ shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying him to act as the _____ for the Narragansett Regional School District as required by M.G.L.c.71, §38G. Any material misrepresentation on the application for employment or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement.

12. DUTIES

_____ shall serve as the _____ of the Narragansett Regional School District, and he shall perform in good faith and in full time, the duties and obligations of the _____ as provided in the job description, and other duties from time to time assigned to him /her and he/she shall

use his best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and he shall comply with all applicable laws and regulations.

13. REIMBURSEMENT FOR EXPENSES

The _____ for all expenses reasonably incurred in the performance of his/her duties under this contract in accordance with the laws of Massachusetts, and the policies and by-laws of the Committee.

In District Travel: The _____ shall be paid a \$ _____ a year car allowance, payable in twelve equal payments, in lieu of any mileage reimbursement.

Out of District Travel: Out of District travel expenses and reasonably necessary food and lodging shall be paid to the _____ with the appropriate forms and slips being submitted and approved by _____. The mileage rate will be the Federal reimbursement amount per mile.

Technology Support: The _____ will be required to have and carry a cell phone which will be provided by the District. If the Superintendent elects to utilize his own cell phone in lieu of the District provided cell phone, the _____ will be eligible for reimbursement consistent with current policy, currently \$50 per month with documentation.

14. PROFESSIONAL DEVELOPMENT, CONFERENCES, DUES, AND EXPENSES

The _____ encourages the _____ to participate in professional development: however, the _____ must approve all out of state reimbursement in advance and attendance at conference(s) prior to registration. The _____ shall reimburse the _____ for reasonable expenses associated with professional development, including travel, food, lodging and registration expenses of professional conferences in any school year upon submission of written voucher for the same which is to be approved by _____.

The Committee shall provide reimbursement for the _____

The Committee shall pay dues and associated costs of membership for the _____ in the following professional Associations:

15. FRINGE BENEFITS

The Superintendent shall be entitled to all insurance (life, medical, dental, and hospital) benefits currently available to other professional personnel in the Narragansett Regional School District School District; subject to the terms and conditions of said coverage.

Long Term Disability Insurance:

16. MEDICAL EXAMINATION

At the _____ request, the _____ agrees to have a comprehensive medical examination once every year. A statement from the physician certifying to the physical competency of the _____ shall be submitted to the Superintendent and shall be treated as confidential information. The District shall pay the cost of said physical examination and reports.

17. ABILITY TO CONSULT

The _____, using vacation time, may consult for up to five days per year provided that said consulting does not interfere with his performance of duties as Superintendent and is consistent with Chapter 268A. The Superintendent shall notify the Committee Chair, in writing, of the nature of such consulting.

18. EVALUATION

19. INDEMNIFICATION

The Committee shall indemnify the _____ when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Mass G.L. Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the _____ provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as _____. In no case will individual Committee members be considered personally liable for indemnifying the _____ Employee pursuant to terms of this Agreement.

20. ENTIRE AGREEMENT

The Contract embodies the entire agreement between the _____ and the _____, and there are no inducement, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the _____, and the Superintendent. Any part of this contract may be opened for renegotiation

during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed by the Parties, and attached to this Agreement. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

21. INVALIDITY

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

22. EXECUTION

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the _____ day of _____, 201 .

Date: _____

Date: _____