



Administrator

CONTRACT OF EMPLOYMENT

THIS AGREEMENT was made and entered into on -----, by and between the Superintendent of Schools, hereinafter referred to as the “Superintendent” and -----, hereinafter referred to as the “Administrator.”

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

1. **EMPLOYMENT**: The Superintendent hereby appoints and employs ----- as an Administrator in the North Middlesex Regional High School, and the Administrator hereby accepts employment on the following terms and conditions.
2. **TERM**: Subject to the provisions of G.L. c. 71 § 41, c. 71 § 42 and the further terms hereof, the duration of this contract is for **three** years, commencing on **July 1, 20--**, and terminating on **June 30, 20--**.
3. **COMPENSATION**: The Administrator shall be paid a salary commencing as of the effective date of this agreement. The fiscal year 20-- salary is as follows: \$--- over 2-- days, prorated based upon date of hire. Salary is distributed over 26 equal installments and shall be prorated accordingly for any term less than a full year.
4. **DUTIES AND RESPONSIBILITIES**: The Administrator shall competently, faithfully, efficiently, professionally, promptly and in a becoming manner perform all of the duties of Administrator, including but not limited to the services, duties and obligations required by this contract, as required by applicable state and federal laws and regulations (including but not limited to the provisions of MA General Laws and M.G.L. c. 43:32 and M.G.L. c. 71 and also specifically including sections 37, 37H, 40, 42, 42D, 59 and 59B of Chapter 71) as required by the lawful rules, regulations and policies and decisions of the North Middlesex Regional School District, and as affected by the collective bargaining and other agreements of which the District is a party.

Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job, the Administrator may need to expend additional time beyond the normal workday, and the Administrator agrees to do the same as it is required. Such additional time includes but is not limited to time required to represent the school district at various meetings and events, meeting with the Superintendent and other school and municipal boards, commissions, departments and time necessitated by emergency situations.

5. GOALS AND OBJECTIVES: The Superintendent (or designee) and Administrator, in accordance with 603: CMR 30.00 M.G.L. Chapter 69, Section 1B-Chapter 71, Section 38, shall mutually agree to a set of goals and objectives, including measurable outcomes and dependencies on an annual basis.

The Superintendent (or his designee) retains the right to set and approve all goals and objectives, subject to the paragraph above. These shall be utilized by the Superintendent (or designee) as part of the Administrator's evaluation and shall be considered an addendum to this contract. The Superintendent's failure to adhere to the requirements of this provision shall not be deemed a defense of the Administrator to discipline nor to non-renewal of the contract upon its expiration.

6. REIMBURSEMENT FOR EXPENSES: With the approval of the Superintendent, the District shall reimburse the Administrator for all expenses (excluding commuting) reasonably incurred in the performance of her duties. Such expenses shall include, but not be limited to, costs of meals, transportation, attendance at appropriate local meetings, and if appropriate and pre-approved, attendance at regional, state or national meetings. All out of state expenses and dues must be approved in advance by the Superintendent.

7. INSURANCE BENEFITS: The Administrator shall be entitled to all insurance benefits currently available to all benefits eligible employees at the same rate as provided for all employees.

8. SICK LEAVE: The annual sick leave allowance for the Administrator shall be 15 days per year – accumulative to 125 days. There shall be no sick leave buyback.

9. PERSONAL DAYS: The Administrator shall be allowed at least four (4) days leave for personal reasons and such leave must be approved in advance, if possible, by the Superintendent. Personal days must be used in the fiscal year they are earned or are forfeited.

10. BEREAVEMENT LEAVE: The Administrator will be allowed up to five (5) consecutive days leave during the work year, in any case of death in the immediate family. These days shall be non-cumulative. The term "immediate family" means the Administrator's spouse, child, father, mother, sister, brother, corresponding in-laws or relatives actually living in the Administrator's household.

11. WORK YEAR: The Administrator's work year will consist of 2— work days.

12. TUITION REIMBURSEMENT: The Administrator shall be reimbursed for tuition expenses to a maximum of \$2,500.00 per fiscal year. Prior approval of the Superintendent and successful completion of the program with a grade of B or better is required.

13. DISMISSAL, SUSPENSION AND TERMINATION FOR CAUSE: During the term of this Agreement, the Administrator shall be subject to discharge up to and including suspension without pay and discharge for good cause, subject only to the following rights of the Administrator. For purposes of this contract, "good cause" shall mean any ground that is put forth by the Superintendent in good faith as warranting discipline up to and including discharge and which is not arbitrary or irrelevant to the task of maintaining an effective and efficient school

system, and based upon criteria which may include but are not limited to: The best interests of the pupils in the district and the need for the elevation of performance standards, incompetence, incapacity, inefficiency, failure on the part of the Administrator to satisfy her duties and obligations under this contract or her goals and objectives and evaluations, for conduct unbecoming an Administrator, or insubordination, as well as performance in accordance with M.G.L. Chapter 71 Section 38 and its regulations. Prior to discipline for good cause, the Superintendent shall provide the Administrator with a notice of the reason(s) or charge(s) against the Administrator and the grounds on which such reason(s) or charge(s) is based. Provided that the Administrator has made a request in writing to the Superintendent within seven (7) calendar days of the date of such written notice, the Superintendent shall meet with the Administrator. At such a meeting, the Administrator may be represented and may provide information pertinent to such reason(s) or charge(s). The decision of the Superintendent, after such meeting, if any, shall be final and binding, subject to judicial review as may be available to the Administrator under applicable statutes. In the event of termination pursuant to this paragraph, the District shall not be required to pay, and the Administrator shall not be entitled to receive salary payments and benefits available after the effective date of termination.

14. LICENSE: The Administrator shall maintain through the term of this contract, a valid and appropriate license through the MA Department of Elementary and Secondary Education qualifying her/him to act as a -----.

15. STATE RETIREMENT ASSOCIATION: The Administrator shall be a member of the MA Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

16. TERMINATION: In the event that said Administrator desires to terminate this contract before the term of service has expired, she may do so by giving at least sixty (60) days written notice of her/his intention to the Superintendent.

17. INDEMNIFICATION:

A. The District shall at all times indemnify and hold harmless the Administrator to the maximum extent and in accordance with the terms of M.G.L. c. 258. The Administrator shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Administrator shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body for any day or part thereof during which such assistance is rendered at his/her then effective per diem rate of pay or \$500.00, whichever is greater.

B. The Administrator may retain, at the expense of the District and upon prior notice to and mutual agreement with the Superintendent, independent legal counsel to provide representation to the

Administrator during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases, the Counsel for the District shall retain primary responsibility for preparation and presentation of the case. The Principal shall fully and completely cooperate with the District Counsel in the defense of such action.

C. This indemnification provision, Article XVIII, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

D. The District shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or ordinance (or requested by the North Middlesex Regional School Committee).

18. ENTIRE AGREEMENT: This agreement embodies the whole agreement between the Superintendent and the Administrator, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by agreement of all parties in writing.

19. SEVERABILITY: If any paragraph or part of this Agreement is invalid, such invalidity shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

20. SAVINGS CLAUSE: The Administrator and the Superintendent agree that individual members of the North Middlesex Regional School Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against an individual member of the School Committee in his/her personal capacity for any alleged violation of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement in duplicate this — day of — in the year 20—.

Superintendent of Schools

Administrator