

ASHBURNHAM-WESTMINSTER REGIONAL SCHOOL DISTRICT
(position)
EMPLOYMENT CONTRACT
July 1, 2016

This agreement is made effective as of the date indicated below by and between the Superintendent of Schools on behalf of the Ashburnham-Westminster Regional School District hereinafter referred to as the "District" and [name] hereinafter referred to as the "position" In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **Employment:** The District hereby employs the [position] of the District and the [position] hereby accepts employment on the following terms and conditions.
2. **Term:** The [position] shall be employed for a three-year period commencing as of the date of execution of this agreement and terminating on June 30, 2019.
3. **Compensation:** The [position] shall be paid an annual salary \$_____ for the first year of this agreement.

Each year during which this contract is in effect, the Superintendent and the [position] shall meet prior to July 1 for purposes of reviewing the salary for the following year, with any increases to be granted at the discretion of the Superintendent and dependent upon performance and/or economic conditions.

If a per diem calculation is needed for any purpose, it will be calculated by dividing the annual salary by 261 days.

4. **Annuity:** The [position] may participate in a Tax-Sheltered Retirement Program of his/her choosing, the Committee will pay \$_____ per contract year.
5. **Work Year:** The [position] is hired to provide services on a 12 month basis and to spend such time beyond normal work hours as reasonably necessary to accomplish his/her responsibilities.
6. **Duties:** The Employee shall perform faithfully to the best of his/her ability the duties and functions of the [position] according to the job description currently in place, except as limited by law, contract, or policy. The [position] is to work directly for the Superintendent and will be responsible for any and all tasks undertaken for the operation of the District. Duties and functions as may from time to time be assigned to this position or amended by the Superintendent consistent with the job description of [position].
7. **Evaluation:** The Superintendent shall evaluate the performance of the [position] at least once annually during the term of this agreement.
8. **Goals and Objectives:** This is a performance based contract and following the execution of this agreement, the Superintendent and the [position] shall meet to establish goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the [position] is evaluated as hereafter provided. On or prior to September 30 of the succeeding school year, the parties shall meet to establish goals and objectives for the next succeeding school year.
9. **Licensure:** The [position], as a condition of employment, shall maintain appropriate administrative license through the Department of Education or waiver of such license for the term of this agreement.

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10. **Professional Activities:** The [position] may, subject to the Superintendent's approval, accept speaking, writing, lecturing, or other engagements of a professional nature including taking courses, provided they do not detract or derogate from the duties of the [position].
11. **Reimbursement for Expenses:** The District shall reimburse the [position] for all authorized expenses reasonably incurred in the performance of the duties under this agreement. Such expenses shall include, but not be limited to, costs of ground transportation and authorized expenses relative to attendance at appropriate local, state, and national meetings or conferences or attendance at courses, seminars or other activities approved by the Superintendent. The District shall reimburse the [position] for all approved travel on behalf of the District for which he uses his/her personal vehicle at a rate established by the School Committee.
12. **Vacation, Personal Days, Emergency Leave (PTO)**
Excluding sick-leave days and holidays, July 1, 2016 through June 30, 2017 the [position] shall receive a cumulative total of twenty-five (25) days of leave which can be used for any purpose (e.g. vacation, personal, etc.). With the prior approval of the Superintendent and at the conclusion of a particular contract year, up to five (5) unused days, as computed by the Superintendent, may be paid at the [position] per diem rate in effect during the year in which they days were accrued. In addition, up to five (5) vacation days may be rolled over to the next contract year. The cumulative total of vacation days should never exceed thirty (30) in any given contract year.
- In the 2017-2018 and 2018-2019 years, PTO will be paid out in accordance with the payout of other district administrators.
13. **Bereavement Leave**
- a. In the event of death in the immediate family, leave of up to five (5) days may be granted without loss of pay or other leave benefits.
 - b. Immediate family is construed as a spouse, domestic partner, parent, step-parent, child, step-child or sibling.
 - c. In the event of the death of a grandparent, aunt/uncle or in-law, leave of up to two (2) days may be granted without loss of pay or other leave benefits.
 - d. For bereavement leave other than for those mentioned above, an unused vacation/personal day may be available upon request.
14. **Sick Leave:** The [position] shall be entitled to sick leave in an amount equal to twenty-two (22) sick-leave days per contract year. Sick days may be accumulated up to ninety (90) days, at which time the school district's disability policy for administrators will become active. The Superintendent may request the [position] to verify by a physician's note of an absence as a charge against sick leave.
15. **Maternity Leave/Child Rearing/Adoptive Leave/Paternity Leave**
- a. The Superintendent shall grant maternity leave for up eight (8) calendar weeks from the birth of the child upon receipt of a letter requesting such. The letter must be sent sixty (60) days prior to the due date. As required by state law, up to eight (8) calendar weeks of the personal sick/vacation leave from the date of birth may be used for paid

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leave. An employee desiring unpaid leave, in excess of eight (8) weeks, and up to twelve (12) weeks, will be able to do so under FMLA.

- b. An employee may request extended leave for child rearing. Such leave is at the discretion of the Superintendent. Child rearing leave shall be unpaid, all benefits and fringe benefits shall cease unless the employee is able to continue them by individual payments.
- c. The employee may use any of her personal accumulated sick/vacation leave for said period of time (8 calendar weeks) for which she will be unable to work as a result of said pregnancy. The request for this personal accumulated sick/vacation leave utilization will be made at the time of the request for maternity leave. Maternity leave will be paid to the extent of the employee's available sick/vacation leave.
- d. If after the eight (8) calendar weeks the teacher is deemed unable to return to work by a physician, the employee must provide additional medical documentation to access accumulated sick/vacation leave.
- e. A maternity leave of absence shall not be immediately followed by any other sick leave without additional medical documentation of a separate medical condition, not related to the effects of the previous pregnancy.
- f. Conditions stipulated above are subject to amendment, modification, or revisions as prescribed by statute.

- 16. **Retirement System:** The [position] shall be a member of the Massachusetts Teachers Retirement System as required by M.G.L. Chapter 32.
- 17. **Termination by District:** The [position] shall fulfill all aspects of this agreement, and the Superintendent reserves the right to suspend or discharge the [position] for just cause.
- 18. **Notice of Termination by Employee:** In the event the [position] desires to terminate this agreement before the term of service has expired, he/she may do so by giving at least ninety (90) days' written notice of his/her intention to the Superintendent.
- 19. **Holidays:** The [position] will be entitled to take-off with pay, all legal holidays.
- 20. **Other Benefits:** The [position] shall be entitled to all insurance benefits available to other professional personnel. This includes Health Insurance Benefits as per teacher contract before and after retirement.
- 21. **Periodic Examination:** The [position] shall file or cause to be filed with the Superintendent upon initial employment a report made by a registered physician relative to his/her freedom from tuberculosis in a communicable form. Such report shall be maintained as part of the records of the District as required by M.G.L., chapter 71, Section 55B.

The District may require an annual physician examination for each year of the agreement. The District will bear the cost thereof and a written report of such examination shall be provided to the Superintendent.

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- 22. **Entire Agreement:** This contract embodies the entire agreement between the [position] and the District and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein.

- 23. **Invalidity:** If any paragraph or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

- 24. **Disability Clause:** If, in the reasonable determination of the Superintendent supported by competent medical authority, the Employee shall become unable to perform the duties required because of serious physical, mental or emotional disability or other incapacity, the Superintendent may, upon at least thirty (30) days written notice, transfer the employee to a substantially similar position if available and, if not, terminate the employee upon expiration of any FMLA leave to which the employee is entitled. Any such action is subject to recall, rehire and accommodation rights provided by statute or employer policy, and shall not affect the Employee's right to receive applicable sick leave or disability payments provided for by Employer policy.

It is expressly understood that beginning on the ninety-first day of any such protracted illness that the school district will not be responsible for paying any further compensation to the [position] for any portion of his/her continuing, disability, regardless of whether the disability insurer does or does not deny the claim and regardless of whether the monies paid by the disability insurer are or are not equal to the weekly compensation he/she would have received from the school district. Finally, in the event that the disability insurer's payments retroactively apply to cover some or all of the portion of time between when his/her sick-leave was exhausted and the ninetieth day of illness (upon which accumulated sick days ceased), the Committee shall be reimbursed by the [position] for the money it paid during that period.

- 25. **Job Description:** Attached.

In witness whereof, the parties have hereunto signed and sealed this agreement and a duplicate thereof this _____ day of _____, 2016 to be effective on the date of execution of the agreement.

Name
[position]

Date

Superintendent of Schools, Ashburnham-Westminster Regional School District

Date