

Employment Contract for INSERT JOB and Assabet Valley Regional Vocational School District

This contract is made by and between the Assabet Valley Regional Vocational School District (hereinafter referred to as the "District") and **INSERT NAME** (hereinafter referred to as the "**INSERT JOB**").

1. **Employment:** The Committee hereby employs **INSERT NAME** as **INSERT JOB** for the District, and **INSERT NAME** hereby accepts employment on the following terms and conditions set forth in this agreement.
2. **Term:** This employment contract shall commence on **DATE**, and shall expire on **DATE**, unless otherwise terminated sooner by either party pursuant to this Agreement.
3. **Duties:** The **INSERT JOB** shall faithfully, diligently and competently perform the duties and responsibilities of the **INSERT JOB** as provided by the laws of the Commonwealth of Massachusetts, the Policies, Rules and Regulations of the District, and the job description for the position of Assistant Principal.
4. **Professional License:** The **INSERT JOB** shall furnish and maintain throughout the term of this contract a valid and appropriate license qualifying him/her to act as **INSERT JOB** of the District.
5. **Salary and Benefits:**
 - a. **Salary:** The **INSERT JOB** shall be paid a salary of **SALARY** paid in equal installments in accordance with the policy of the Committee governing payments of other professional staff members in the District. Each additional year's salary will be determined on an individual basis.
 - b. **Sick Leave:** The **INSERT JOB** shall annually accrue fifteen (15) days of paid sick leave for absence due to his/her or a family member's illness or injury. The **INSERT JOB** may accumulate up to a maximum of ninety (90) sick days.

Upon retirement (not resignation to take another position or termination) the District will compensate the **INSERT JOB** for up to thirty (30) unused sick days provided he/she has at least that amount accumulated. The rate of pay will be at the per diem rate of his/her salary (other types of compensation will not be factored) at the time of retirement. The per diem rate is calculated by taking the gross annual salary and dividing by **205/260 (choose one)** days.

- c. **Bereavement Leave:** The **INSERT JOB** shall receive up to five (5) paid days of bereavement leave in the event of a death in the immediate family. Immediate family is

defined as spouse, child, parent, sibling, parent-in-law, or person residing in the immediate household as approved by the Superintendent-Director.

- d. **Personal Days:** The **INSERT JOB** shall receive three (3) paid personal days per year. Unused days as of June 30th of any year will be forfeited and not carried forward into the succeeding year. Personal days are to be used for personal, family, religious, or legal issues that cannot reasonably be managed at other times.
 - e. **Fringe Benefits:** The **INSERT JOB** shall be entitled to all insurance benefits currently available to other professional personnel of the District. The **INSERT JOB** shall be eligible for two thousand dollars (\$2,000.00) tuition reimbursement for tuition expenses approved by the Superintendent-Director.
6. **Performance:** The **INSERT JOB** shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Superintendent-Director and the **INSERT JOB** in writing. Failure to fulfill the obligations agreed upon in this contract may in appropriate circumstances be viewed as a violation of the Code of Ethics, and will be reported by the Superintendent-Director to the appropriate state and national associations of the school administrator and state educational authorities.
7. **Work Year:** The **INSERT JOB** shall be employed for three - one year periods (205 work days) beginning on July 1st of the calendar year and concluding on June 30th of the following calendar year. A work schedule will be coordinated with your immediate supervisor.
8. **Termination of Employment Contract:**
- a. Voluntary: The **INSERT JOB** shall have the right to terminate this contract before the term of service has expired by giving one hundred and twenty (120) days' notice in writing to the Superintendent-Director prior to the desired termination date. The contract may also be terminated with less than one hundred and twenty (120) days written notice by mutual agreement between the **INSERT JOB** and the Superintendent-Director.
 - b. Involuntary: Where good cause exists, the Superintendent-Director may discharge the Assistant Principal/Dean of Students, thereby terminating this contract prior to the expiration date stated above, provided the **INSERT JOB** has been informed in writing of the reasons for his proposed discharge and has been given an opportunity for a hearing, after reasonable notice, prior to official action being taken.
 - c. Nonrenewal of this agreement shall not be considered a discharge under this provision of the agreement. The Superintendent-Director shall notify the employee of an intended non-renewal at least sixty calendar days before expiration of this agreement.

Failure to make a timely notification shall not operate to automatically extend the agreement except as required by law.

9. **Entire Agreement:** This contract embodies the whole agreement between the parties 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 written document signed by the party against whom enforcement thereof is sought.
10. **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.
11. **Arbitration:** A claim that discharge has not been effected for good cause, or a suspension has not been processed in accordance with M.G.L. c. 71, §42D, may be determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). Administrative leave with pay shall not be considered a suspension. A 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. c. 150C.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with AAA and the other party no later than 30 calendar days after the date of discharge. The INSERT JOB agrees to consolidate any arbitration commenced pursuant to M.G.L. c. 71, §§41 or 42D, with the arbitration available under this agreement.

The arbitrator may enter any appropriate award including damages due under the contract, but in no case such award order or require the reinstatement of the **INSERT JOB** to his/her position, except as required by law.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement on the dates indicated below.

Superintendent-Director

Date

INSERT JOB

Date