

**MINUTEMAN REGIONAL SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR**

THIS CONTRACT OF EMPLOYMENT (hereinafter referred to as the “Contract” or “Agreement”), is made and entered into this _____ day of _____, 2017, by and between the **MINUTEMAN REGIONAL SCHOOL DISTRICT** (hereinafter referred to as the “District”), acting by and through its **SUPERINTENDENT-DIRECTOR**, _____ (hereinafter referred to as the “Superintendent”), and _____ (hereinafter referred to as “_____” or “Employee”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, the Minuteman Regional School District is authorized by M.G.L. Chapter 71 to enter into an employment contract with its _____ concerning the terms and conditions of employment;

WHEREAS, the District desires to continue to employ the services of _____ as the _____ of the Minuteman Regional Vocational Technical High School (hereinafter referred to as the “High School”); and

WHEREAS, _____ represents that _____ is qualified and capable of performing the duties and responsibilities of said position;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT

The District hereby employs _____ as _____ and _____ hereby accepts employment as _____ in the Minuteman Regional School District, subject to the terms and conditions hereinafter provided.

2. TERM OF EMPLOYMENT

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall be for a period of two (2) years commencing on July 01, 2017 and ending on June 30, 2019, unless sooner terminated in accordance with the provisions hereof. It is expressly acknowledged and agreed that all prior agreements have terminated effective June 30, 2017 and the terms of this Agreement shall control for the period of July 01, 2017 through June 30, 2019.

3. DUTIES AND RESPONSIBILITIES

_____ shall serve as _____. As _____, subject to the supervision and direction of the Superintendent, _____ shall diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of the _____ under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Minuteman School Committee (hereinafter referred to as the “Committee”), the directives of the Superintendent, and the provisions of this Contract. The _____ shall serve and perform such duties at such times and places and in such manner as the Superintendent may from time to time direct.

4. WORK YEAR AND HOURS OF WORK

The work year for the _____ shall be 12 months and consist of 260 working days less holidays provided to all District employees. To the extent that it is necessary to determine the _____ per diem rate, said rate shall be determined by dividing ___ annual salary by 260 days. The _____ shall work the number of hours necessary to perform all the duties and responsibilities of ___ position. Due to the unique nature of this employment, it is understood and agreed that, in order to properly perform the job required, the _____ may have to expend additional time beyond the normal work day and ___ agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The _____ shall attend evening, emergency or such other meetings or conferences as requested by the Committee and/or the Superintendent, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

5. CERTIFICATION/LICENSURE

_____ shall furnish and maintain throughout the term of this Contract of Employment a valid and appropriate certificate/license which qualifies ___ to serve as _____ in the Commonwealth, as required by Section 38G of Chapter 71 of the General Laws, and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary. The _____ agrees to advise the Superintendent immediately in the event that ___ licenses and/or certifications are revoked, suspended, or otherwise affected in any way.

6. MEDICAL EXAMINATION

The _____ may be required to submit to a medical examination once each year during the life of this Contract, the cost of which shall be borne by the District, and shall file or cause to be filed with the Superintendent an appropriate physician's certification of ___ ability to fulfill the duties of the position of _____. This provision may be waived by the Superintendent in his/her sole and absolute discretion.

7. COMPENSATION

The _____ shall be paid a salary as set forth below. For purposes of determining any pro-rated annual salary and benefit eligibility, the "contract year" shall be the period commencing July 1 and ending June 30 of any year under this Contract.

- A. For the period commencing July 01, 2017 through June 30, 2018, the _____ shall be paid a salary of \$0.00. Said salary shall be payable semi-monthly, in equal installments consistent with the normal payroll practices applicable to all employees of the Minuteman School District.

- B. For the period commencing July 01, 2018 through June 30, 2019, the salary shall be determined by the Superintendent on an annual basis. Said salary shall be payable semi-monthly, in equal installments consistent with the normal payroll practices applicable to all employees of the Minuteman School District.

The _____ annual salary shall not be reduced during the life of this Agreement or any addendum, modification or amendment hereto, without mutual written agreement.

8. FRINGE BENEFITS

A. Insurance

The _____ shall be entitled to all insurance benefits (medical, hospital, and life) at the same premium contribution rates, as are currently provided by the District to its employees. The District reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract. The _____ agrees to accept any such changes which are made by the District.

B. Reimbursement for Expenses

The District shall reimburse _____ for all expenses reasonably incurred in the performance of ___ duties under this Contract. Such expenses shall include, but shall not be limited to costs of transportation and attendance at appropriate local, state and national meetings and conferences pre-approved by the Superintendent. All expenses shall be documented and submitted for reimbursement in accord with procedures established by the District Business Office.

C. Professional Development Funds

The District shall make available professional development funds, which may be used to pay for the _____ participation in courses, seminars, and other professional activities, which have been pre-approved by the Superintendent and will serve to enhance ___ performance and skills. Monies from such professional development funds, upon approval by the Superintendent, may also be used to pay ___ special travel expenses, which may arise in connection with such professional development activities.

D. Professional Engagements and Consultative Work

_____ may, with the Superintendent's pre-approval and with sound discretion, undertake and accept compensation for speaking, writing and lecturing engagements and any other engagements of a professional nature and consultative work outside the Minuteman Regional School District; provided however, that none of such engagement or consultative work shall derogate from the duties as _____ and that, if such work is performed on a regularly scheduled work day, vacation time be utilized.

E. Annual Vacation

Based upon prior service to the District, _____ has accrued ___ days of vacation as of June 30, 2017. Effective July 1, 2017 and each July 1 thereafter during the term of this Contract, _____ shall be granted twenty-five (25) working days as annual vacation, exclusive of legal holidays. This annual vacation allotment shall be pro-rated in the event of a partial year's employment. The _____ may accumulate no more than forty (40) vacation days. Use of said vacation days must be mutually agreed upon by the Superintendent and the _____. All unused vacation time in excess of the forty (40) remaining as of the time of contract termination or separation from employment for any reason shall be forfeited and is not subject to buy back under any circumstances.

F. Holidays

The _____ shall not be required to work, but shall be paid when the school offices are closed on the following days:

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

G. Sick Leave

1. As of June 30, 2017, _____ has been credited with ___ days of accrued but unused sick time.
2. The _____ shall be entitled to earn paid sick days at the rate of one and one-quarter (1.25) days for each month of service. Sick days may be used for the _____ own personal illness or injury or for that of an immediate family member. Sick days not used in the year in which it is earned shall be accumulated for use in subsequent years. However, all unused sick time remaining as of the time of contract termination or separation from employment for any reason shall be forfeited and is not subject to buy back under any circumstances.
3. The _____ shall provide the Superintendent or his/her designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Superintendent may require.
4. The Superintendent may require, at any time during the duration of this Contract, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written diagnosis, prognosis and/or statement of ability to return to duty by an appropriately licensed physician or other professional of the Superintendent's choice.

5. If at any time during _____'s service as _____
____ has utilized all accumulated sick leave on account of illness/injury, an extended leave of absence, paid or unpaid, may be granted in accordance with applicable law and District policies.

H. Personal Leave

Up to three (3) days of personal leave without loss of pay may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Personal days shall not be used to perform work outside the District. Written request to use such days must be submitted to the Superintendent at least twenty-four (24) hours in advance. Unused personal time may not be accumulated or carried from year to year and shall be forfeited at the conclusion of this Contract term.

I. Bereavement Leave

In the event of death in ___ immediate family, the _____ shall be allowed up to five (5) calendar days of bereavement leave without loss of pay commencing with the day of death. For purposes of this provision, "immediate family" shall include: parents, spouse, children, grandchildren and any relative living in him household. Up to three (3) days of leave without loss of pay shall be allowed to attend the funeral or memorial services of other members of ___ family. For such leave without loss of pay, advance notice must be given the Superintendent.

J. Contributory Retirement Plan

The _____ shall be a member of the _____ Retirement System as required by M.G.L. Chapter 32, section 2.

9. EVALUATION

_____ shall be evaluated on an annual basis by the Superintendent or ___ designee using the Massachusetts Model System for Evaluation, including but not limited to the DESE Model Rubric for School-Level Administrators and related documents/guidance (attached hereto as Exhibit A) and as modified from time to time by the District. _____ shall have the right to prepare a response to said evaluation report, if ___ so wishes. Failure by the Superintendent or Committee for any reason to evaluate the _____ shall not be considered a material breach of this Agreement.

10. TERMINATION OF CONTRACT BY _____

In the event that _____ wishes to terminate this Contract of Employment prior to the expiration time of the Contract, he may do so by giving at least ninety (90) calendar days' notice of ___ intention to the Superintendent. In the event that such notice is given by the _____, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The _____ acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

11. TERMINATION, DEMOTION OR SUSPENSION BY THE DISTRICT

The Superintendent may discipline, dismiss, demote or suspend the _____ at ___ discretion or as permitted by applicable law. Only if eligible for arbitration under the provisions of M.G.L. Chapter 71, the _____ may access said rights. Otherwise, no contractual right to arbitration is hereby created. In the event of dismissal of Employee by the Superintendent, the rights, duties and obligations of the Parties hereto shall cease and be determined as of the effective date of dismissal. It is expressly understood and agreed that the non-reappointment of the Employee by the Superintendent upon the expiration of this Contract shall not be considered a dismissal or termination within the meaning of this Contract and that the requirements thereof shall not be applicable in such circumstances.

12. WARRANTY OF CREDENTIALS

The _____ warrants the validity of the credentials and experience represented to the District in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Contract and the _____ employment.

13. STATE ETHICS LAWS

The _____ is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws, and requirement thereunder, during the term of this Agreement and in connection with the performance of ___ job duties and responsibilities.

14. CORI CHECK AND NATIONAL BACKGROUND CHECK

Prior to the commencement of the Contract term, the _____ shall authorize and the Superintendent shall perform a so-called CORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L. Chapter 71, section 38R. The _____ shall remain subject to such CORI and fingerprint-based background checks through the terms of this Contract and as may be required by law, District policy or School Committee policy. To the extent that the Superintendent becomes aware of any information revealed by the CORI check and/or fingerprint criminal background check, which in ___ sole discretion, renders the _____ unqualified or otherwise unfit for the position of _____, then this Contract shall become null and void with no further obligations or recourse to the Parties.

15. INDEMNIFICATION

The District agrees to provide indemnification and legal defense of the _____ in accordance with M.G.L. Chapter 258, and pursuant to Committee policies, to the extent applicable. As a condition of said indemnification and legal defense, the _____ shall cooperate with the District, its attorneys and agents in all matters relating to said claim.

16. SALARY DEDUCTIONS

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the _____ and agreed upon by the parties or required by law.

17. ENTIRE AGREEMENT

This Contract embodies the whole agreement between the District and the _____ and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

18. INVALIDITY

If any paragraph, part of or rider to this Contract is determined invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

19. LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

20. COUNTERPARTS

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

In witness whereof, the parties have duly executed this contract of employment on the _____ day of June, 2017.

Superintendent-Director – .