

**EMPLOYMENT AGREEMENT
BETWEEN
MONTACHUSETT REGIONAL VOCATIONAL TECHNICAL SCHOOL
DISTRICT
AND
{ADMINISTRATOR}**

This contract made this **xx** day of **xx, 2016** by and between the Principal of the Montachusett Regional Vocational Technical School District (the “Principal” and “District”, respectively) and XXX, with a mailing address (the “XXX”)

WHEREAS, the Principal and the Director of XXX believe a written employment contract is necessary to describe their expectations, goals, relationships, and mutual obligations and to serve as the basis of effective communications between them as they fulfill their administrative functions in the operation of the education programs of the District; and

WHEREAS, the Director of XXX is fully certified and licensed to serve as a Supervisor/Director, 9-14 in the Commonwealth of Massachusetts,

NOW THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT: The Principal hereby agrees to employ the Director of XXX as Director of XXX of Montachusett Regional Vocational Technical School District. The Director of XXX agrees to accept such employment on the terms and conditions contained herein.

2. TERM: The Director of XXX shall be employed for a term of three (3) years commencing on July 1, 2016 and ending on June 30, 2019.

3. DUTIES AND RESPONSIBILITIES

A. In accordance with Massachusetts General Laws chapter 71 and other applicable laws, as well as the policies of the Superintendent-Director, Principal, and the School District Committee, the Director of XXX shall perform the duties described in the Director of XXX Job Description, attached as Exhibit A, which may be

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amended by the Principal or Superintendent-Director in their sole discretion from time to time.

- B. The Director of XXX shall report to the Principal.
 - C. The Director of XXX shall devote his/her best efforts on a full time basis to his/her duties as Director of XXX and shall not engage in other for profit employment without the prior approval of the Principal.
 - D. The undersigned agree that this assignment and employment is and shall be subject to and in compliance with all laws of the Commonwealth of Massachusetts and the policies and regulations of the Department of Elementary and Secondary Education and any other applicable agency or department of the Commonwealth of Massachusetts, the policies, rules, and regulations of the Montachusett Regional Vocational Technical School District Committee.
4. PROFESSIONAL CODE OF ETHICS: The Principal and Director of XXX agree to follow the “Code of Ethics/ASSA’s Statement of Ethics for Educational Leaders” adopted by the American Association of School Administrators’ governing body on March 1, 2007.

A copy of the “Code of Ethics/ASSA’s Statement of Ethics for Educational Leaders” is attached as Exhibit B.

5. SALARY: Consistent with Massachusetts law, the Director of XXX regular compensation shall include, in consideration for services provided:
- A. *Annual Salary*: The District shall pay the Director of XXX an annual salary of XXX (\$XXX), for the time period of July 1, 2016 through June 30, 2017. The District shall increase the annual pay of the Director of XXX by the percentage increase negotiated by the Montachusett Regional Teachers’ Association (MRTA) for the years starting July 1, 2017 and July 1, 2018.
 - B. *Benefits*: The District shall grant the Director of XXX the benefits as described in the Fringe Benefit Policy, attached hereto as

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Exhibit C, which may be amended by the Principal or Superintendent-Director from time to time.

- C. *Method of Payment:* The Director XXX salary, benefits, and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon in writing.

6. CERTIFICATE: The Director of XXX shall furnish and maintain throughout the term of this contract valid and appropriate certificates required by the Department of Elementary and Secondary Education and all other applicable state laws, regulations, and agencies.

7. EVALUATION: The District will evaluate the Director of XXX performance in accordance with the Administrative Evaluation Procedures adopted by the District Committee, which is consistent with Evaluation Regulations and Principles adopted by the Massachusetts Department of Elementary and Secondary Education and in accordance with M.G.L. c. 71, § 38.

8. TERMINATION AND DISCIPLINE:

- A. *Voluntary Resignation:* In the event that the Director of XXX desires to terminate his/her employment and this contract before the term shall have expired, she may do so by giving at least sixty (60) days written notice of her intention to the Principal. The Principal may waive this requirement.
- B. *Termination by Principal:* The Principal may terminate the Director of XXX employment in accordance with applicable law, provided, however, that he will not dismiss the Director of XXX without sixty (60) days prior written notice of the decision to dismiss, except that the Principal may, by written notice, immediately dismiss the Director of XXX either: (i) for good cause, or (ii) for other than good cause, with payment of sixty (60) days worth of salary, to be calculated at the per diem rate.

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- C. *Suspension:* The Superintendent-Director or the Principal may suspend the Director of XXX in accordance with the provisions of M.G.L. c. 71 §42D.

“Day” under Paragraphs 8A and 8B of this contract shall mean a calendar day.

9. ENTIRE AGREEMENT

This contract merges all prior understandings, communications and negotiations between the parties and embodies the whole agreement between the District and the Director of XXX 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 writing 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. MISCELLANEOUS

The failure of either party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same provision. Any waiver by any party of the breach of any provision contained in this agreement in any one or more instances shall not be deemed to be a waiver of any other breach of the same provision or any other provision contained herein.

This agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, and excepting its conflict of interest provisions, and whose state and federal courts shall have exclusive jurisdiction over all matters contained herein.

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Captions and headings contained herein have been supplied for convenience purposes only and shall not be used in construing or interpreting the provisions of this agreement.

No presumption in interpreting this agreement shall arise by virtue of the fact that one party has drafted some or all of its terms and either party shall be deemed the draftsman hereof.

IN WITNESS THEREOF, the parties have here signed under seal, this contract and a duplicate thereof this XXth day of XXX, 2016.

Principal

Director of XXX

APPROVED BY:

Superintendent-Director