

EMPLOYMENT AGREEMENT (Yearly)
FOR
(Position Title)

This Employment Agreement made and entered into as of the ____ day of _____, 20__, by and between the Attleboro Public Schools, (the "Employer") and ____ (the "Employee").

Whereas, the Employer desires to secure and maintain the services of the Employee and the Employee desires to enter into an agreement of employment with the Employer upon the terms and conditions hereinafter set forth.

1. **DURATION**

The **(Position Title)** shall be employed under this contract for the period of one (1) year consistent with all applicable provisions of law including but not limited to Massachusetts General Laws Chapter 71, Section 41 as amended by Section 43 of the Acts of 1993 and Section 59B as amended by Section 53 of the Acts of 1993.

Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 20__ unless otherwise agreed upon in writing by the parties herein.

2. **WORKDAY/WORK YEAR**

The work year shall extend from ____ to June 30, 20__. The work year shall comprise of ____ days. If workdays are canceled due to weather or unforeseen conditions, the days are to be made up.

The length of the regular workday shall be _____ hours. Hours will be determined by supervisor.

The employee shall have a duty-free lunch period of at least 30 (thirty) minutes.

Paid professional days shall be granted to said employee based on the discretion of the Superintendent.

3. **DUTIES**

The **(Position Title)** shall perform the duties and responsibilities imposed upon or required of an **(Position Title)** under:

- a) The statutes of the Commonwealth including, without limitation, Massachusetts General Laws Chapter 71 as amended by the Education Reform Act.
- b) The job description for **(Position Title)**
- c) The policies of the School Committee
- d) Regulation of state agencies
- e) Directives of the Superintendent of Schools or his/her designee
- f) Provisions of this agreement

4. **NOTIFICATION FOR SUCCESSOR AGREEMENT**

The **(Position Title)** shall notify the Superintendent, in writing, on or before April 1 as to his/her desires concerning a new Agreement.

The Superintendent, on or before June 1, 200__ shall notify the **(Position Title)**, in writing, as to whether or not the Superintendent wishes to commence discussions for a successor Agreement.

5. **TRANSFER AND ASSIGNMENT**

The Superintendent of Schools may, after consultation with **(Employee)**, transfer or assign him/her to another position within the School District, provided he/she is certified for such assignment.

6. **EMPLOYEE EVALUATION**

The performance of the employee shall be evaluated each year by his/her supervisors, utilizing established district formats. Any written report of an employee's performance shall be discussed with said employee prior to its submission to the Superintendent for filing in his/her personnel file. The employee's signature does not necessarily mean that he/she agrees with the report, only that the report has been discussed with him/her. The employee also has the right to respond in writing to said report and will be submitted through his/her supervisor and attached to the evaluation report in the personnel file.

7. **CERTIFICATION/LICENSE**

The **(Position Title)** shall hold and maintain throughout the term of this agreement a valid **(name of license)**.

8. **COMPENSATION**

The compensation of the employee shall be determined by the salary schedules provided.

Employment Agreement – **(Position Title)**

- The annual salary of \$_____ shall be paid in ___ bi-weekly payments in accordance with the schedule of payments established.
- An employee required to serve on jury duty will be paid the difference between the compensation for jury duty and his/her regular pay.
- An employee may be granted a leave of absence without pay up to one year for health reasons supported by appropriate medical evidence.
- The employee is entitled to use accumulated sick leave as a maternity leave of absence upon physician deeming employee physically unable to perform the full schedule of her duties.

9. **GROUP HEALTH AND LIFE INSURANCE**

The group health and the group life insurance and dental plans provided by the City of Attleboro for its employees shall be available to the **(Position Title)**. The **(Position Title)** shall be a member of the **(Retirement System) (Teachers' Retirement System)** as required by Massachusetts General Laws Chapter 32, Section 2.

10. **SICK LEAVE**

The **(Position Title)** shall accrue sick leave at the rate of ___ days per month for a total of ___ days per year. Sick leave, which is not used, shall accumulate up to ___ days and be available for use in succeeding years of the term.

11. **PERSONAL LEAVE**

The Superintendent may grant short-term leaves of absence that may require the **(Position Title)** to be absent from service during the school year. The purpose of such leave is to conduct urgent personal business that cannot be conducted other than school time and may include religious observances, legal matters, medical matters, etc. Such leave will not be unreasonably denied. The **(Position Title)** shall not be eligible to receive more than one (1) personal leave day with pay in any contracted work year. Unless extraordinary circumstances require, personal leave days are not to be used to extend holiday or weekend periods.

12. **BEREAVEMENT LEAVE**

In the case of death in the immediate family, the **(Position Title)** may be absent for three (3) calendar days, commencing with the day after death. Immediate family shall include: father, mother, sister, brother, wife, husband, children, in-laws, grandparents, relative or other person living in the same house as the employee. Released time to attend funeral services for a co-worker will be provided at the discretion and with the approval of the Superintendent.

13. **RESIGNATION**

In the event the **(Position Title)** desires to terminate this contractual agreement in order to accept another position, retire, etc. the **(Position Title)** is required to provide thirty (30) calendar days' notification before leaving the position.

14. **ENTIRE AGREEMENT**

This Employment Agreement between **(Employee)**, as **(Position Title)**, and the Attleboro Public Schools embodies the **(Position Title)**'s terms of employment. There are no other inducements, promises, or obligations other than those contained herein. This SUPERSEDES all prior agreements between the parties. This Employment Agreement may not be changed except by agreement in writing signed by both parties.

15. **CONFIDENTIAL INFORMATION**

Employee shall not, either during the period of his/her employment with the Employer or thereafter, reveal or disclose to any person outside the customer/client/student lists or any other information related to the Employer. The Employee shall not disclose, publish or make use of the same without prior written consent of Employer, except when necessary to comply with applicable law.

16. **TERMINATION OF EMPLOYMENT**

Notwithstanding any other provision of this Agreement, Employee's employment shall automatically terminate on the death of the Employee or upon the cessation of funding by the appropriate funding source. Otherwise, the Employer, with cause, may terminate the Employee's employment under this agreement, without further notice for cause. Cause shall include the following:

- a. Failure of Employee to adequately perform his/her duties as set forth in the agreement;
- b. Commission of any felony, theft or act of dishonesty.

17. **VALIDITY**

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.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof on day and year noted below.

Salary for 200__ - 200__ \$_____ Funding Source: _____

Approved by Director of Human Resources _____ Date _____

(Name), Superintendent Date

(Employee) (Position Title)