

GLOUCESTER PUBLIC SCHOOLS
Gloucester, Massachusetts

JROTC 2nd Instructor

Employment Contract

Agreement made this **22nd Day of August 2007** by and between the Superintendent of the Gloucester Public Schools hereinafter referred to as the "Superintendent" and the "**JROTC 2nd Instructor.**"

In consideration of the mutual promises herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follow:

1. **EMPLOYMENT:**

Subject to any applicable provisions of state law or regulations, the School Department hereby employs the **JROTC 2nd Instructor at Gloucester High School**, and accepts employment as **JROTC 2nd Instructor at Gloucester High School** upon the terms and conditions hereinafter provided.

2. **TERM:**

The term of this agreement shall commence on **July 1, 2007** and shall end on **June 30, 2009**. This position is subject to the support of the US Marine Corps.

3. **COMPENSATION:**

The Gloucester Public Schools agrees to pay the **JROTC 2nd Instructor** an annual salary of **\$65,000.* The work year shall be 12 month.**

*Compensation will be increased by the annual Marine Corps increase as from January 1, 2008.

4. **DUTIES AND RESPONSIBILITIES:**

The **JROTC 2nd Instructor** shall diligently, faithfully, and competently perform the duties and responsibilities set forth in the job description as the **JROTC 2nd Instructor**. He/she shall fulfill all the terms and conditions of this contract. He/she shall comply with the policies and procedures of the School Department and shall serve and perform such duties at such times and places as the **Senior JROTC Instructor and/or Building Principal** may from time to time direct.

5. **STATE/CITY RETIREMENT:**

The **JROTC 2nd Instructor** shall be a member of the City of Gloucester Municipal Retirement System. Nothing in this agreement shall prohibit the **JROTC 2nd Instructor** from joining the M.T.R. System.

6. **FRINGE BENEFITS:**

A. **Benefit Leave** -- The **JROTC 2nd Instructor** shall be entitled to **12 sick days; 3 personal days; and 4 weeks** of vacation per year. Vacation to be taken at times agreed with the Principal. Up to five days may be carried forward with the approval of the Principal. Five bereavement days for members of immediate family are also available with the Superintendent's approval.

B. **Tax Sheltered Annuities** -- Nothing in this contract shall prevent the **JROTC 2nd Instructor** from participating in various tax shelter annuity (403 B) programs.

7. **PROFESSIONAL DEVELOPMENT:**

The **JROTC 2nd Instructor** shall be allowed to participate in professional development programs at the discretion of the **Building Principal** and/or **Superintendent** .

8. **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 on all parties.

9. **ENTIRE AGREEMENT:**

This contract contains the entire agreement between the parties. It may not be amended orally but may be emended only by agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

10. **TERMINATION:**

In the event the **JROTC 2nd Instructor** desires to terminate this agreement, he/she shall give no less than 60 days notice to the **Superintendent**.

In the event the Superintendent wishes not to renew this contract the employee must be notified at least 60 days prior to **June 30, 2009**, of his proposed non-renewal of this agreement or his wish to modify this agreement.

The Superintendent may dismiss, demote or suspend the **JROTC 2nd Instructor** for good cause. "Good cause" shall mean any ground which is put forth by the Superintendent in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system.

11. **EVALUATIONS:**

The performance evaluation of the **JROTC 2nd Instructor** shall be conducted annually as arranged by the Principal.

12. **CONTRACT:**

It is agreed by both parties that the **JROTC 2nd Instructor** reports directly to the **Senior JROTC Instructor and Building Principal**.

Please sign and return one copy to the Superintendent's Office.