



Greater Lawrence Technical School

THIRD AMENDMENT TO CONTRACT FOR EMPLOYMENT

Superintendent-Director

WHEREAS the Greater Lawrence Technical School District, acting by its School District Committee (hereinafter referred to as the "Chairman") and (hereinafter referred to as the "Superintendent-Director") entered into an original contract for employment effective July 1, 2013.

WHEREAS the School District Committee amended said Contract effective July 1, 2016 at the regularly scheduled meeting number **1683**, August 23, 2016.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the School District Committee and Superintendent-Director, it is hereby agreed to a contract extension as follows:

1. TERM:

Notwithstanding any other agreements to the contrary, the original Contract, Article 2, is hereby amended as follows: "This contract shall cover the Superintendent-Director's employment for the period of July 1, 2015 through June 30, 2022."

IN WITNESS THEREOF, the parties hereunto signed and sealed this Agreement and duplicate thereof this 24th day of August 2016.

Superintendent-Director

Chairman

Cc: Personnel Record
Payroll

"Greater Lawrence Technical School is an Equal Opportunity Employer"

**CONTRACT FOR EMPLOYMENT
SUPERINTENDENT- DIRECTOR**

THIS AGREEMENT, made as of June 18 2010, by and between the Greater Lawrence Technical School District acting by its School Committee, hereinafter referred to as the "Committee" and _____, hereinafter referred to as the "Superintendent" or as the "Superintendent-Director".

In consideration of the promises herein contained, the parties herein mutually agree as follows:

1. EMPLOYMENT: The Committee hereby employs _____ as Superintendent-Director of the Greater Lawrence Technical School District and the Superintendent hereby accepts employment on the terms and the conditions included herein.

2. TERM: This contract shall cover the Superintendent's employment for the period of July 1, 2010 through June 30, 2013, unless sooner terminated in accordance with paragraph 5 below. The Committee shall notify the Superintendent by April 15, 2013 (and by April 15 of each subsequent year that the contract is in effect) of its decision to extend or not to extend the contract for an additional one (1) year term. If the Committee fails to notify the Superintendent by April 15, then this contract shall be automatically extended for one (1) year. Any such notice hereunder shall be in writing and either sent to the Superintendent by certified mail, return receipt requested on or before April 15 or actually received by the Superintendent on or before April 15.

3. COMPENSATION:

The Superintendent shall be paid a minimum annual salary at the rate of One Hundred Fifty-Five Thousand Dollars (\$155,000) for each year of this contract (or a pro-rata share of such amount should the contract be terminated before the passage of a full year). In addition, in each year that the contract is in effect, the Committee shall consider paying the Superintendent a merit increase based on the Superintendent's overall performance evaluation. (See Paragraph 4 below.) This merit increase (if any) shall be granted on or before July 1, 2011 and July 1 of each subsequent year that this contract is in effect. Said merit increases (if any) shall be added to the Superintendent's annual salary on July 1 of each year this contract is in effect.

The Superintendent's salary (including merit increases) shall not be reduced during the term of this contract without the written consent of the Superintendent.

4. COMMITTEE EVALUATION OF THE SUPERINTENDENT:

A. Beginning in fiscal year 2011, the Committee shall meet with the Superintendent no later than October 15 of each year to discuss the Superintendent's goals and performance expectations. The Chair of the Committee or a subcommittee appointed by the Chair shall meet at least once a year prior to March 15 for the purposes of (a) presenting a written review of the Superintendent's performance and (b) discussing his job description and performance as well as the working relationship between the Committee and the Superintendent. The written evaluation will serve as the basis for the determination of the amount of the merit increase for the next following fiscal year. The Superintendent will be evaluated primarily on the basis of his performance with reference to clearly articulated goals, objectives and standards. If the Superintendent demonstrates

substantial accomplishment of the agreed upon goals, he may receive a merit increase, the amount of which shall be decided by the Committee.

B. The Committee's evaluation shall be used for the following purposes:

1. To strengthen the working relationship between the Committee and the Superintendent and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies on the Superintendent to fulfill;
2. To discuss and establish goals for the ensuing year; and
3. To decide if the Superintendent shall receive a merit increase in his annual salary as set forth in Paragraph 3 above.

5. TERMINATION: (a) In the event that the Superintendent desires to terminate this contract before his term of service shall have expired, he may do so by giving written notice of his intention to the Committee at least one hundred twenty (120) days in advance by certified mail, return receipt requested directed to the Chairman of the School Committee; (b) Subject to applicable law, the Committee may, through a majority vote of the entire Committee, terminate this contract before its term shall have expired for inefficiency, incompetency, incapacity, conduct unbecoming a superintendent, insubordination or other good cause; (c) This contract may be terminated or modified by the parties by mutual written agreement at any time.

In the event of a proposed termination in accordance with section (b) of this Paragraph, the Superintendent will be informed of the cause or causes for his proposed discharge in writing and given an opportunity for a hearing before the Committee. Such hearing will be convened in executive session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at any such hearing;

6. DUTIES AND RESPONSIBILITIES: The Superintendent shall perform the duties of Superintendent of Schools and serve as the Executive Officer of the School Committee as provided in c. 71, §59 of the General Laws of the Commonwealth of Massachusetts. It is the intent of this contract that the Superintendent and the Committee shall retain and exercise all powers and responsibilities provided to each of them respectively by the General Laws and regulations of the Commonwealth of Massachusetts.

7. CERTIFICATE: The Superintendent shall furnish and maintain through the term of this contract a valid and appropriate certificate from the Department of Elementary and Secondary Education qualifying him to be a Superintendent-Director in the Commonwealth, as required by c.71, § 38G of the General Laws of the Commonwealth of Massachusetts.

8. CONSULTATIVE WORK: The Superintendent may accept speaking, writing, lecturing, and other engagements of a professional nature as he sees fit, provided that there is some demonstrated benefit to the District and, provided further, that such engagements do not derogate from his full-time duties as Superintendent.

9. COMMUNITY RELATIONS: The Superintendent is hereby encouraged to engage in the events of the communities encompassing the District to a reasonable extent so that the operations and reputation of the District will be suitably enhanced.

10. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties and that are allowable by state law. This includes reimbursement for mileage at the highest permissible rate approved by the Internal Revenue Service. Such expenses shall include attendance fees at appropriate local, state, and national meetings and conferences, and public relations and charitable event activities that he attends on behalf of the District. All out of state travel shall first be approved by the Committee. The Committee shall provide the Superintendent with a computer for use at his home.

11. PROFESSIONAL AFFILIATIONS: The Committee shall annually provide funds for membership or subscription in appropriate professional and community organizations, including, but not limited to: (a) the American Association of School Administrators (Superintendent's membership) and the American Vocational Association; (b) the Massachusetts Association of School Superintendents and its regional affiliates (Superintendent's membership); (c) Massachusetts Association of Vocational Administrators (MAVA) and (d) the ASCD .

12. STATE RETIREMENT ASSOCIATION: The Superintendent shall be a member of the Massachusetts State Teachers' Retirement System as required by c.32 § 2 of the General Laws of Commonwealth of Massachusetts.

13. FRINGE BENEFITS: The Superintendent shall be entitled to the health insurance benefits available to other school professional personnel on the same terms.

14. ANNUAL VACATION: The Superintendent shall be entitled to thirty (30) paid vacation days each fiscal year. The Superintendent may carryover no more than fifteen (15) vacation days from each fiscal year to the next. Thus, the Superintendent

may have no more than forty-five (45) vacation days at any time. Accrued, but unused, vacation days will be paid in full at the termination of employment.

15. OTHER LEAVE Upon execution of this contract, the Superintendent will be granted sixty-five (65) paid sick days, but will not accumulate additional sick days for the first three years that this contract is in effect. Upon the Superintendent's written request to the Committee, the Committee may grant to the Superintendent an additional thirty-five (35) paid sick days. The Committee's grant of these additional paid sick days shall not be unreasonably withheld. Commencing on July 1, 2013, and for each subsequent year, the Superintendent will receive thirteen (13) additional paid sick days. The Superintendent will not be eligible for any sick leave "buy back." Additionally, the Superintendent may take bereavement leave because of a death in the immediate family with pay for a period not to exceed (4) days. Immediate family shall be considered as husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, grandchild or any relative residing with the employee or any person for whom the employee is solely responsible for all funeral arrangements.

16. ARBITRATION. Any controversy or claim arising out of or relating to any term or condition of this contract or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts and an award by an arbitrator appointed pursuant to such Rules shall be final and binding on the parties 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 or if said Chapter 150C is determined to be

inapplicable, then pursuant to the provisions of Chapter 251 of the General Laws relative to arbitration of commercial disputes.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the Superintendent is terminated for any reason less than the reasons specified in Paragraph 5(b) above, but in no case shall such award order or require the re-instatement of the Superintendent to his position.

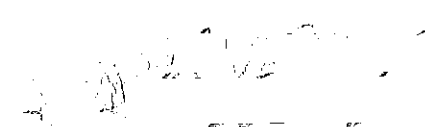
17. INDEMNIFICATION: Subject to General Laws c. 258, §9 of the Massachusetts General Laws, the Committee agrees, as a further condition of this contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, hearings and legal proceedings, including legal expenses that may be incurred in defending against said actions, brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Committee, provided the incident arose while the Superintendent was acting within the scope of his employment. This indemnification shall endure and survive the expiration of this contract.

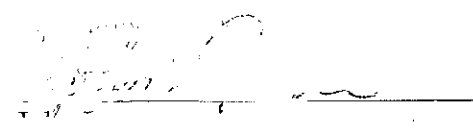
18. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those

contained herein. The contract may not be changed except in a writing signed by the party against whom enforcement thereof is sought.

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

IN WITNESS WHEREOF, the parties hereunto signed and sealed this agreement and duplicate thereof this 18 day of June, 2010.


_____, Chairman
Greater Lawrence Technical School
Committee



Superintendent-Director