

Shawsheen Valley Technical High School

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[Redacted]
Superintendent-Director

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CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made as of December 14, 2017 by and between the Superintendent-Director, [Redacted] acting on behalf of the Shawsheen School District, hereinafter referred to as the Superintendent, and [Redacted] Principal.

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

1. **EMPLOYMENT:** The Shawsheen Valley Regional Vocational/Technical School Committee hereby employs [Redacted] as Principal of the Shawsheen Valley Regional School District and [Redacted] hereby accepts employment on the following terms and conditions:

2. **TERMS:** This contract shall cover employment for the period of January 2, 2018 through June 30, 2019 unless sooner terminated in accordance with paragraph 4. This agreement between the parties shall be reviewed annually at the time of performance evaluation consistent with paragraph 3, sub-paragraph c, and may be extended at that time. If ever it becomes the Superintendent's intent to terminate this contract at the end of its final year, he shall notify the Principal of such intent by registered mail, return receipt requested, postmarked by May 31 of the final year of the contract. Lacking such notification, the Principal, upon expiration of this contract, shall continue to be employed under the terms of this contract until the Superintendent-Director provides a written, thirty (30) day notice of his intent to terminate the Principal's employment.

3. **COMPENSATION:**

a. The Principal shall be paid a salary at the annual gross rate of \$122,000 (less legally required deductions and withholdings), pro-rated to June 30, 2018. Such salary shall be payable in equal installments in accordance with the schedule of salary payments in effect from time to time for other District employees, but not less often than monthly.

b. The Superintendent shall review the Principal's salary level annually in accordance with sub-paragraph c.

c. The Superintendent should complete his annual performance review of the Principal on or before the first day of June of each year. The Superintendent shall provide written notification of the results of such review and shall recommend to the Committee any adjustment in salary rate based upon performance, with the actual amount of any adjustment to be determined by the School Committee at its discretion.

d. The Principal shall be entitled to up to \$8,000 reimbursement for tuition and fees incurred during the pursuit of his/her Ph.D. during the term of this contract. Should the Principal decide to leave the employ of the Shawsheen School District within a three-year period beginning on the ending date of this contract (June 30, 2019), he/she will be required to reimburse the School District for the cost of this tuition assistance unless his/her employment is terminated by the School District.

4. TERMINATION:

a. In the event that said Principal desires to terminate this contract before the term of service shall have expired, he/she may do so by giving written notice of his/her intention to the Superintendent at least 120 days in advance by return mail, return registered receipt directed to the Superintendent.

b. The Superintendent may terminate this agreement and the Principal's employment at any time subject to the requirements of Massachusetts General Laws.

c. This agreement may be modified or terminated by the parties by mutual agreement at any time.

5. DUTIES: The Principal shall perform the duties as detailed in the position's posted job description and others as assigned by the Superintendent and as required by Massachusetts law.

a. The Superintendent may at any time revise or modify such job description in the best interest of District operations, provided he gives written notice of such modifications to the Principal.

6. CONSULTATIVE WORK: Consistent with applicable law, the Principal may undertake and engage in consultative work for which he/she may be paid by outside individuals and/or concerns, as long as the Superintendent determines such work does not derogate from or diminish the effectiveness of, or present a conflict of interest with, her performance as Principal and the Superintendent is notified in advance.

7. OTHER ACTIVITIES: Consistent with applicable law and in addition to engaging in consultative work, the Principal may accept speaking, writing, lecturing, or other engagements of a professional nature as she sees fit, provided the Superintendent determines they do not derogate from, or present a conflict of interest with, her duties as Principal. The Principal is hereby encouraged to engage in such activities to a reasonable extent as will enhance and develop the reputation and image of the School District.

8. REIMBURSEMENT FOR EXPENSES: The School District shall reimburse the Principal for all expenses reasonably incurred in the performance of his/her duties. Such expenses shall include but shall not be limited to costs of transportation and attendance at appropriate local, state, and national meetings and conferences, provided that all out of state travel shall first be approved by the Superintendent. The School District shall reimburse the Principal for professional development if approved in advance by the Superintendent-Director.

9. CERTIFICATE OF LICENSURE: The Principal shall furnish and maintain throughout the term of this contract a valid and appropriate license qualifying him/her to act as the Principal pursuant to the laws of the Commonwealth. If, at any time during the employment of the Principal, such license is found to have lapsed or otherwise become invalid, this agreement shall become voidable at the option of the Superintendent by providing written notice to the Principal.

10. STATE RETIREMENT ASSOCIATION: The Principal shall be a member of the Massachusetts Teachers' Retirement System, as required by and subject to the conditions of M.G.L. c. 32.

11. FRINGE BENEFITS: The Principal shall be entitled to all insurance (health, dental and long-term disability) benefits available, from time to time, to other professional personnel, in addition to any benefits expressly provided for in this contract or to be agreed upon in the future. The Principal shall be entitled to term life insurance provided by the District up to \$80,000.

12. ANNUAL VACATION:

a. The Principal shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays annually on July 1st of each year.

b. The Committee encourages the Principal to utilize the annual vacation allowance during the year to which it applies. Unused days shall not be carried over from year to year unless approved in writing by the Superintendent.

c. The Principal shall use the same procedures to request vacation days as are in effect from time to time for other District employees. Depending on the needs of the District, and at the Superintendent's sole discretion, the Superintendent may require the Principal to utilize up to ten days of the annual vacation allowance during the summer "shut down" period, typically in early August. The Superintendent has sole discretion to deny requests for vacation days when school is in session or at other times deemed by the Superintendent critical to District operations or the Principal's role.

d. Should the Principal resign, retire or otherwise leave the employ of the Committee, she shall receive vacation pay in lieu of any vacation time not taken during this contract's terminal year. Such unused vacation time may not be transferred to the use of another employee.

13. SICK LEAVE: The Principal shall be entitled to sick leave in an amount equal to, but not in excess of, fifteen (15) days of sick leave for each year of this contract and any extensions hereunder beginning on each July 1st. The Principal shall be allowed to accumulate unused sick leave without limitation. Administrators' sick leave shall be used in accordance with the rules applicable to other employees of the District. In the event of the Principal's catastrophic illness, and after utilization of all accrued sick leave for illness, the Superintendent may, upon written request and at his sole discretion, grant an extension of sick leave, paid or unpaid, of up to thirty (30) days, and, with the permission of the School Committee, may grant additional extensions. The Principal is not entitled to any sick leave buy-back provisions

14. PERSONAL DAYS: The Principal shall be granted three (3) personal days annually on July 1 of each year. He/she shall request to use such days in accordance with the rules applicable to other employees of the District. Such days may not be carried over from year to year.

15. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT: Annually, by a date to be determined by the Superintendent-Director, the Principal will propose his/her Management Goals for the next school year to the Superintendent. A specific form will define measurable (i.e., observable) management objectives for the Principal for discussion with the Superintendent. By November 1st annually, the Superintendent will review and approve a final copy of the Management Goals.

The Superintendent shall meet with the Principal at least twice annually, once before the annual salary review, to evaluate his/her progress on annual management objectives, to offer suggestions and assistance, and to participate in any changing of objectives. These meetings and the record thereof shall constitute the official evaluation summary of the Principal's Services. The records shall be used by the Superintendent in making personnel decisions, which affect the Principal. The Superintendent shall provide the Principal with a copy of the records on his/her request but shall otherwise keep the records confidential to the fullest extent permitted by law.

16. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Superintendent, on behalf of the School District and School Committee, and the Principal and there are not 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 signed by the party against whom enforcement thereof is sought.

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

18. THIS AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this December 14 in the year 2017.


Timothy Broadrick
Superintendent-Director


Jessica Cool
Principal


Robert G. Peterson
Chairman

Shawsheen Valley Regional Vocational/Technical School District Committee