



# Greater New Bedford Regional Vocational Technical High School

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## **CONTRACT - DIRECTOR/PRINCIPAL**

THIS AGREEMENT, by and between the Greater New Bedford Regional Vocational Technical High School, hereinafter referred to as the "School" and \_\_\_\_\_, hereinafter referred to as "Director/Principal". In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT**: The School pursuant to an appointment by the Superintendent-Director, \_\_\_\_\_, hereby employs \_\_\_\_\_ as Director/Principal of the Greater New Bedford Regional Vocational Technical High School, and the Director/Principal hereby accepts employment on the following conditions.

2. **TERM**: The Director/Principal shall be employed for a thirty-six (36) month period commencing **July 1, 2017** and expiring **June 30, 2020**. This Agreement between the parties shall be extended for one (1) year, unless notice in writing by the Superintendent-Director is sent to the Director/Principal at least 60 days prior to June 30, 2020, notifying him/her of the Superintendent-Director's intent to non-renew the contract upon expiration of the aforementioned period of time.

3. **COMPENSATION**: The Director/Principal shall be paid an annual salary of \_\_\_\_\_, commencing as of the effective date of this Agreement, of annual salary package per year, payable in equal installments convenient to the parties, but not less often than monthly (please see attached salary chart). Thereafter, the salary of the Director/Principal shall be negotiated annually between the Superintendent/Director and the Director/Principal according to levels of compensation determined in accordance with policies established by the District School Committee. The Superintendent-Director and Director/Principal shall meet in each year of this Agreement at least ninety (90) days prior to the commencement of a new fiscal year to renegotiate salary, benefits and compensation to be paid

to the Director/Principal in the new fiscal year. The Director/Principal's salary, specific benefits, or compensation of any kind shall not be reduced during the life of this Agreement or any addendum, modification, or amendment hereto without mutual agreement.

4. **DISMISSAL**

The Superintendent may suspend, demote or dismiss the Principal for good cause, in accordance with provisions of M.G.L. Chapter 71, Section 41 and 42D. The Director/Principal shall receive no compensation for services rendered after the date of dismissal.

The Principal may challenge a discharge for good cause by filing a demand for arbitration with the American Arbitration Association in accordance with its Labor Arbitration Rules. The Arbitrator shall be limited to determining whether the discharge was for good cause or not, and if the Arbitrator determines that the discharge was not for good cause, the maximum remedy shall be limited to the salary and insurance benefits due through the end of the contract, not to exceed one year's salary and insurance benefits. Reinstatement shall not be awarded as a remedy.

5. **DUTIES**: The Director/Principal shall perform faithfully, to the best of his/her ability, the duties of Director/Principal as per job description.

6. **CERTIFICATE**: The Director/Principal shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him/her to act as Director/Principal, as required by Mass. G.L. c. 71, & 38G.

7. **PROFESSIONAL ACTIVITIES**: The Director/Principal may accept speaking, writing, lecturing or other engagements of a professional nature, provided they do not interfere with his/her duties as Director/Principal and, provided further he/she devotes the full business day to his/her duties.

8. **REIMBURSEMENT FOR EXPENSES**: The School shall reimburse the Director/Principal for all expenses reasonably incurred in the performance of his/her duties under this contract. Such expenses shall include, but shall not be limited to, attendance at appropriate local, state and national meetings and conference in accordance with policies of the School as adopted from time to time (shall not include reimbursement cost for mileage use)..

9. **STATE REQUIREMENT ASSOCIATION**: The Director/Principal shall be a member of the Teacher's Retirement System as required by Mass. G.L. C. 32 & 2.

10. **PERIODIC EXAMINATION**: The Superintendent-Director may require the Director/Principal to take a physical exam on an annual basis. The School District will compensate the Director/Principal for all expenses incurred not covered by Health Insurance.

11. **FRINGE BENEFITS**: The Director/Principal shall be entitled to all insurance (medical, hospital and life) benefits, sick leave and all other fringe benefits currently available to other professional personnel, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future.

12. **ANNUAL VACATION**: The Director/Principal shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. Unused vacation days from a previous year may be carried forward, not to exceed a total accumulation of twenty-five (25) working days in addition to those accrued in the current year unless approved by the Superintendent-Director. In the event that the Director/Principal resigns the position during the fiscal year having completed less than three (3) months of service, the vacation leave will be prorated to ten (10) days, and if less than six (6) months, the vacation leave will be prorated to fifteen (15) working days. The Director /Principal shall receive three (3) Administrative Days per year.

14. **RELATIONSHIP BETWEEN THE SUPERINTENDENT-DIRECTOR AND DIRECTOR/PRINCIPAL**: The Superintendent-Director shall meet with the Director/Principal at least once each year in the month of June for the purpose of discussing with the Director/Principal his/her job description and performance as well as the working relationship between the Superintendent-Director and the Director/Principal.

15. **EVALUATION**: The Superintendent-Director and the Director/Principal will do a written performance evaluation yearly.

16. **INDEMNIFICATION**: The School shall indemnify the Director/Principal from personal financial loss from legal claims, including legal fees and costs, to the maximum extent permitted by Mass G.L. c.258.

17. **PERFORMANCE**: The Director/Principal shall fulfill all aspects of this contract. Any exceptions or amendments thereto shall be by mutual agreement between the Superintendent-Director and the Director/Principal in writing.

18. **ENTIRE AGREEMENT**: This contract embodies the entire agreement between the School and the Director/Principal 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 signed by the party against whom enforcement thereof is sort.

19. **INVALIDITY**: If any paragraph, part 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.

20. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof.

By: \_\_\_\_\_  
Superintendent-Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director/Principal

Date: \_\_\_\_\_