

EMPLOYMENT CONTRACT
PRINCIPAL

This Agreement made this first day of July, 2015, to be effective the first day of July 2015, by and between South Middlesex Regional Vocational Technical School District, located at 750 Winter Street, Framingham, Middlesex County, Massachusetts, (hereinafter referred to as the "District"), acting by and through _____ (hereinafter referred to as the "Superintendent-Director"), and _____ (hereinafter referred to as _____ or the "Principal"). The Superintendent-Director does employ _____ as Principal of the District for the period commencing July 1, 2015, and ending June 30, 2018. Both parties agree that _____ shall perform all or so many of the duties of the Principal in and for the District as prescribed by the laws of the Commonwealth of Massachusetts, and the educational goals and policies consistent with the requirements of law and state wide goals and standards established by the District School Committee.

The parties hereto further agree as-follows:

A. TERM OF AGREEMENT:

The Principal shall be employed commencing on July 1, 2015 and continuing until June 30, 2018. This Agreement shall commence on July 1, 2015, and shall continue in effect through and including June 30, 2018. This Agreement shall be automatically extended for successive periods of one (1) year commencing on July 1, 2016, thereafter, without further action by the parties, such that the remaining term thereof shall at all times be not less than two (2) years, unless a notice in writing is sent by the Superintendent-Director to the Principal, notifying the Principal of the Superintendent-Director's intent to terminate this Agreement upon expiration of the then three-year period. Such notice shall be sent by certified mail, return receipt requested, or by some other form of overnight delivery where a receipt is obtained, to the address of the Principal referred to herein at least sixty (60) days prior to July 1, 2018 or at least sixty (60) days prior to July 1, during the term or at least sixty (60) days prior to July 1 for any extension or renewal hereof.

B. COMPENSATION

1. The Principal shall be paid an annual salary of \$137,241.00 for the term commencing on July 1, 2015 through June 30, 2016. In successive years of this agreement, the Principal shall receive a cost of living percentage adjustment to her salary that is commensurate with the percentage increase for teachers established by the collective bargaining agreement between the KTEA and the District for each period of the agreement commencing as of July 1, 2016. The Principal may also be eligible for additional salary or compensation increases based on merit as determined by the Superintendent-Director upon annual review. In addition, the Principal will be eligible to participate in all improvements to the District's "Benefits Schedule for Administrators" and all financial adjustments voted and approved by the District School Committee in the District Administrators Policy. Payments will be made in twenty-six equal installments. The salary due hereunder may be prorated for any part of a month or year that the Principal is not so employed hereunder or for which the salary would otherwise not be applicable.

2. Each year during which this Agreement is in effect, the Superintendent-Director and the Principal shall, not less than thirty (30) days prior to July 1 of that year, commencing with the year beginning on July 1, 2016, meet together for the purpose of reviewing the Principal's performance and corresponding salary and benefits for the ensuing year. The Principal's salary and/or benefits may thereafter be adjusted, if necessary, by mutual agreement in writing in accordance with policies established by the School Committee commencing July 1 each year of the contract.

C. TERMINATION

In the event that _____ desires to terminate this contract before the term of service shall have expired, she may do so by giving at least ninety (90) days notice in writing of her intention to the Superintendent-Director.

D. DUTIES

_____ shall perform faithfully to the best of her ability, the duties as described in the job description for the Principal as directed by the Superintendent- Director.

The Superintendent-Director shall promptly refer to the Principal for her review and recommendation, all criticisms, complaints and suggestions concerning the District and its operation which have been brought to his attention. The Principal shall investigate and consider the same and report thereon to the Superintendent-Director as soon as practicable thereafter.

E. LICENSURE

_____ shall furnish and maintain throughout the term of this Agreement a valid and appropriate license qualifying her to act as Principal of the District in the Commonwealth, as required by the Massachusetts General Laws, Chapter 71, Section 38G, and all regulations of the Commonwealth of Massachusetts pertaining thereto.

F. CONSULTING WORK

_____ may undertake and engage in consulting for which she may be paid by outside individuals or concerns and she may accept speaking, writing, lecturing, or other engagements of a professional nature so long as such consulting and other activities do not interfere with or detract from her duties as Principal.

G. REIMBURSEMENT FOR EXPENSES

The District shall reimburse _____ for those expenses reasonably incurred in the performance of her duties under this Agreement provided same shall have been approved in advance by the Superintendent-Director. Such expenses shall not be limited to cost of transportation and attendance at appropriate local, state and national meetings and conferences. Mileage allowance when applicable and reimbursable shall be at the then IRS approved rate.

H. HEALTH INSURANCE

1. The Committee shall provide such medical and hospital insurance for the Principal as is available to the other employees of the District and will pay the same percentage of the cost of such insurance as that paid on behalf of the other employees of the District.

2. The Committee shall provide dental insurance for the Principal as is available to the other employees of the District and will pay the same percentage of the cost of such insurance as that paid on behalf of the other employees of the District.

3. The Committee shall provide a \$20,000 term life and A.D.&D. insurance policy for the Principal and will pay 100% of the cost of such insurance.

The Principal shall be allowed to purchase additional life and A.D.&D. insurance at her own expense, up to the amount permitted by the group insurance carrier.

4. The Committee shall provide a Long-Term Disability Income Insurance Program which is available to the other employees of the District and shall pay 100% of the cost of such insurance coverage. Such Long-Term Disability Income Insurance Program shall provide for a waiting period of 180 days and payments to continue to age 65 of the Principal. The Principal shall pay the appropriate withholding tax on the premiums paid by the Committee on behalf of such policy.

I. ANNUAL VACATION

1. _____ shall receive an amount of working days as annual vacation that is consistent with vacation assignments as indicated in Administration Policy, exclusive of legal holidays.

2. Vacation time shall be cumulative to sixty (60) days, exclusive of the then current year's vacation allotment.

3. Upon severance from the District, _____ will be fully compensated, at her regular per diem rate of compensation, for unused vacation days accumulated to a limit of sixty (60) days, plus any unused days from the then current year.

J. ALLOWABLE ABSENCE DAYS

will receive benefits in the following section that are consistent with the Administrators Policy. Any change in the Administrators Policy would result in a commensurate change in Ms. Snow's contract.

1. Each Administrator is expected to work every scheduled day. Allowable absences from work are intended as emergency income protection, not as additional days off.

2. Should absence from work become necessary, full time administrators will be compensated at their regular rate for a total number of fifteen absent days in one year. Allowed holidays and vacations are not to be used for this tabulation.

3. Allowable absent days are not to be used for business, financial, profit-making endeavors, regular and/or extended day care or for vacation. The Superintendent or his designee, upon review of an individual administrator's frequency and pattern of use of allowable absence days upon a determination of possible abuse of this policy as compared to her average use exclusive of long term illness shall meet and review with the administrator the intent of this language as income protection due to illness, personal day and bereavement day benefit. The results of that meeting shall be reduced to writing as a record of the agreement reached between the parties. Further, if after this meeting the pattern of abuse of this policy continues, then the Superintendent may require documentation in advance for allowable day use.

Administrators who have completed one year or more of continuous employment shall be allowed to accumulate unused allowable absence days as follows: the number of allowable absence days from paragraph 2 above multiplied by the number of completed years of employment up to a total of two hundred sixty (260) days plus any number of days remaining in the administrator's normal yearly allowance for absence days.

4. For any consecutive three (3) day absence due to illness, the administrator shall be required to furnish an official document from her physician verifying absence. It shall be the administrator's responsibility to provide periodic written reports from her treating physician regarding projected return to service date in case of extended absences. If the three (3) day absence is not medical in nature then the administrator must submit a letter of explanation to the Superintendent as soon as practicable. After any extended illness, an official document must be provided from the administrator's physician indicating that the administrator is cleared to return to work without limitation.

5. After an administrator has exhausted all allowable absent days as set forth in Paragraphs 2 and 3 above, three months of continuous attendance will be required before the administrator is eligible to be compensated for any additional absent days as set forth in Paragraph 3 above. Calculation of allowable absent days from one year to the next is not affected by the number of absent days used in previous years.

6. Absence begun in one year and carried over into the following year will be allowed on the basis of the year in which the absence began, and the administrator shall be entitled to all allowable absent days due in the succeeding year.

7. No compensation will be accrued for unused allowable days.

8. Absence covered by Worker's Compensation will be compensated to their regular rate of pay and the amount of allowable absent days will be reduced on a prorated dollar basis.

9. In unusual instances or emergency situations, additional allowable absent days may be granted at the discretion of the Superintendent-Director.

K. LEAVES OF ABSENCE

will receive benefits in the following section that are consistent with the Administrators Policy. Any change in the Administrators Policy would result in a commensurate change in Ms. Snow's contract.

Section A – Family Illness

A leave of absence of one year without pay, increment, or other benefits may be granted for the purpose of caring for a sick member of an employee's immediate family at the discretion of the Superintendent-Director. Additional leave may be granted at the discretion of the Superintendent-Director.

Section B – Work/Study

A leave of absence of up to one year without pay, increment, or other benefits during absence, may be granted to any employee not eligible for sabbatical leave for purposes of engaging in study or for work programs related to his professional responsibilities at the discretion of the Superintendent-Director.

Section C – Pregnancy

1. An employee who becomes pregnant may continue at her assigned position, dependent upon her physical condition and ability, to perform her usual assigned duties without danger to herself or impairment in educational standards in her work. Such employee shall notify the Superintendent-Director of her condition as soon as possible and of her intention with regard to leave without pay. In any event, notice of her intention shall be given at least two months prior to the date any leave is to commence.

2. The Superintendent-Director may require the employee to submit adequate medical evidence of her ability to perform her usually assigned duties without possibility of harm to herself or impairment of her duties.

3. Maternity leave shall be granted, as uncompensated leave, and end one year after the August first following the birth of the child. The employee may request earlier reinstatement which may be granted at the discretion of the Superintendent-Director.

4. An employee on FMLA/MMLA leave, upon written request, shall be entitled to utilize allowable and/or vacation days as compensated days during identified leave.

5. The employee must furnish a physician's certificate that she is capable to return to work and in a specified capacity. Upon returning from maternity leave, the employee shall be assigned to the same position she had when her leave commenced, if available, or to a position as closely related thereto as possible.

Section D – Childrearing

An employee may be granted a leave of absence without pay, increment or other benefits for the purpose of childrearing. Such leave will commence at the arrival of the natural or adoptive child and shall terminate on the 1st of August which is not more than eighteen (18) months from the date of arrival of such child. The arrangements and term of such leave must be agreed to in advance by the Superintendent-Director.

Section E – Military Service

The Committee agrees that it shall comply with the provisions of Chapter 33 of the General Laws of the Commonwealth of Massachusetts as it applies to personnel who shall be involved with military service which results in absence from school.

Section F – Sabbatical Leave

1. Any employee who has served in the South Middlesex Regional Vocational Technical School District for at least seven (7) consecutive years, at least four (4) of which as an administrator, may be granted sabbatical leave not exceeding one year for purposes of engaging in advanced study in an area of particular advantage to the overall program of the District at the discretion of the Superintendent-Director.

2. Applications for sabbatical leave must be submitted no less than five months prior to the date of commencement of the leave. Each application must include a proposed plan of study, a statement of the applicant's professional purposes, and the expected value to the District.

3. Not more than one member of the administrative staff will be on sabbatical leave at one time.

4. An administrator on sabbatical leave shall receive compensation from the District equal to 50% of the salary he/she would have earned during the leave. The administrator shall retain all seniority and shall accrue all benefits as though serving in the District.

Section G – Legal Proceedings

In the event that it becomes necessary for an employee covered by this Agreement to attend court as a result of any legal action arising out of the person's employment, then leave with pay shall be granted for such appearance, except that such leave shall not be granted if the action has been commenced by the employee or if the person's employment is the subject matter of the action.

Section H – Jury Duty

Employees required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement, and the employee's regular pay, including all or any part of compensation for stipendiary positions held at the time of such jury duty.

Section I – Family Medical Leave Act

The Committee and the Administrators agree that the terms and conditions of this Policy shall be in compliance with the Family Medical Leave Act of 1993, as amended from time to time (FMLA). In addition, the Committee and the Administrators agree that this Policy shall be in compliance with the Massachusetts Maternity Leave Act (MMLA). The Committee and the Administrators agree that the terms and provisions that are described in General Laws, Chapter 149, Section 52D and General Laws, Chapter 149, Section 105D as amended from time to time shall apply equally to all of the Administrators and that the Administrators shall be entitled to all rights and benefits described therein. All of the benefits of the FMLA and MMLA shall be primary to and concurrent with the provisions of this Policy.

L. TUITION REIMBURSEMENT

shall be eligible for tuition reimbursement in an amount not to exceed \$7,500.00 per year. Such reimbursement shall be for educational improvement previously approved in writing by the Superintendent-Director. A transcript showing successful completion must be submitted for payment of the aforementioned sum. If the Superintendent-Director specifically requests a specific course, the District will pay the entire cost of same upon receipt of evidence of successful completion.

M. HOLIDAYS

The following days shall be recognized as legal holidays. New Year's Day, Martin Luther King Day, President's Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving and Christmas Day and other holidays in the school calendar. If such holiday falls on a day scheduled for vacation for Ms. Snow, Ms. Snow shall be entitled to an additional day off with pay in place of the holiday.

will receive one-half day holiday the day before Christmas. If Christmas falls on a Tuesday, the preceding Monday will be a full holiday. In addition, will receive one-half day holiday on the day before Thanksgiving and the day before New Year's.

N. PROFESSIONAL DEVELOPMENT

The Superintendent-Director shall meet with annually or at such reasonable times as the parties agree for the purpose of discussing with her job description and performance, as well as the working relationship between the Superintendent-Director and shall utilize her best efforts to implement any suggestions or directives given to her concerning her job description or performance at such meeting.

O. DISCHARGE

In the event the Superintendent-Director determines that / shall be discharged from her position, she shall comply with provisions of Massachusetts General Laws, Chapter 71, Section 41.

P. ENTIRE AGREEMENT

This agreement embodies the entire Agreement between the Superintendent- Director and and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Agreement may not be changed, except by a writing signed by the party against whom enforcement thereof is sought.

Q. INVALIDITY AND WAIVER

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. The failure on the part of either party hereunder to enforce in any instance any provision of this Agreement shall not result in a waiver by such party of any of the rights, terms or obligations of the parties hereunder on that or any subsequent occasion.

R. This Agreement is being delivered and is intended to be performed in the Commonwealth of Massachusetts, and shall be construed and enforced in accordance with the substantive laws of the state. The courts located in the Commonwealth of Massachusetts shall have the exclusive jurisdiction and venue to resolve disputes related to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement and duplicate there of the 6th day of April 2015.

SOUTH MIDDLESEX REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

By:

Superintendent-Director