

**EMPLOYMENT CONTRACT FOR  
ASSISTANT SUPERINTENDENT/PRINCIPAL OF THE  
GREATER LOWELL TECHNICAL HIGH SCHOOL**

THIS AGREEMENT is entered into by and between the Greater Lowell Regional Vocational Technical High School District (hereinafter "District"), acting through its School Committee (hereinafter "Committee"), and Michael R.H. Barton (hereinafter "The Assistant Superintendent/Principal" or "Mr. Barton").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Employment: The Committee hereby agrees to employ the Assistant Superintendent/Principal in the position of Assistant Superintendent/Principal for the District, and the Assistant Superintendent/Principal hereby accepts such employment on the following terms and conditions:
2. Term: This Agreement shall commence on July 1, 2023 and shall expire on June 30, 2026, unless otherwise extended by mutual agreement or terminated sooner by either party pursuant to this Agreement.
3. Compensation:
  - A. The Assistant Superintendent/Principal shall be paid an annual salary at the rate of One Hundred Eighty-Seven Thousand Dollars (\$187,000.00) per year for the period of July 1, 2023 through June 30, 2024 and payable in equal installments at the same time and in the same manner as other employees of the Committee are paid.
  - B. The Superintendent-Director shall review the Assistant Superintendent/Principal's salary level annually in accordance with sub-paragraph C.
  - C. The Superintendent-Director should complete his/her annual review of the Assistant Superintendent/Principal's performance on or before the first of May of each year. The Superintendent - Director shall also provide the Assistant Superintendent/Principal with written notification of the results of his review and shall recommend to the Committee any adjustment in salary rate based upon performance.
  - D. In the event of a long term absence by the Superintendent, the Committee may choose to assign additional administrative duties to the Assistant Superintendent/Principal; provided that, the parties will negotiate additional compensation to the Assistant Superintendent/Principal for the performance of said additional administrative duties.
4. Duties of Employee: The Assistant Superintendent/Principal shall faithfully, diligently and competently perform the duties and responsibilities of the Assistant

Superintendent/Principal as provided by law, herein, and as outlined by the Committee consistent with the law. The Assistant Superintendent/Principal shall comply with the lawful policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such a manner as the Committee may from time to time reasonably direct.

5. Termination of Employment Contract by the Assistant Superintendent/Principal:
  - A. The Assistant Superintendent/Principal shall have the right to terminate this Agreement before the term of its completion by giving six (6) months' notice in writing to the Superintendent-Director prior to the desired termination date. Said notice shall be delivered via certified mail, return receipt requested, to the Superintendent-Director. Both parties to this Agreement may agree to notice of less than six (6) months if requested by the Assistant Superintendent/Principal.
  - B. The Superintendent-Director may terminate this agreement and the Assistant Superintendent/Principal's employment in accordance with Massachusetts General Laws.
  - C. If the Assistant Superintendent/Principal elects to terminate this Agreement before the term of its completion for any reason other than his own personal illness, then the Assistant Superintendent/Principal shall forthwith pay to the District an early termination penalty in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00). The parties agree that this provision constitutes liquidated damages to reasonably compensate the District for Mr. Barton's breach of this Agreement.
6. Consultative Work: The Assistant Superintendent/Principal may undertake and engage in consultative work or academic teaching assignments for which he may receive outside compensation; provided, however, that such activities do not in any manner interfere with the performance of his duties under this Agreement, violate any provisions of MGL c. 268A, or give the appearance of a conflict of interest. The Assistant Superintendent/Principal shall provide prior notice to the Chairperson of the Committee and the Superintendent-Director before engaging in any consultative work.
7. Certificate: The Assistant Superintendent/Principal shall furnish suitable evidence of an appropriate certificate qualifying him as an Assistant Superintendent/Principal required by MGL c. 71, s. 38G, and further agrees to maintain said certificate in good standing throughout the term of this Agreement.
8. Vacation Benefits: The Assistant Superintendent/Principal shall be entitled to thirty (30) working days (exclusive of Federal and State Holidays) as annual vacation which shall be credited to the Assistant Superintendent/Principal as of the beginning of each fiscal year. Unused vacation days may be accumulated to a maximum of forty-five (45) days. The Assistant Superintendent/Principal shall be allowed to sell back vacation days not to exceed a total of 10 days per fiscal year based on his per diem rate, upon notice to the Committee 30 days prior to the conclusion of any fiscal year

in which the Assistant/Superintendent/Principal wishes to exercise such buy back option.

The Assistant Superintendent/Principal shall be entitled to all paid holidays, and half days before holidays, extended to other administrators employed by the district.

9. Medical, Dental and Life Insurance: The Assistant Superintendent/Principal shall be entitled to the same medical, dental and life insurance benefits, on the same terms and conditions, as are currently available to other professional personnel of the District
10. Sick Leave: The Assistant Superintendent/Principal shall be entitled to sick leave of fifteen (15) days per fiscal year which shall be credited to the Assistant Superintendent/Principal at the beginning of each fiscal year. Sick days may accumulate without limit. All sick days that Mr. Barton accumulated through his period of service as the Interim Assistant Superintendent/Principal, which currently total 220 shall be available to him as of July 1, 2020.

The Assistant Superintendent/Principal shall have the option of selling back to the Committee at the commencement of each contract year five (5) sick days, at his per diem rate of pay, provided he has then available at least fifteen (15) sick days. Otherwise, there shall be no buy back of sick days accumulated under this agreement.

Upon resignation or retirement, the Assistant Superintendent/Principal will be eligible for sick leave buyback consistent with the District's policies.

11. Personal Leave: The Assistant Superintendent/Principal shall be credited for all accumulated personal leave days currently available to him. The Assistant Superintendent/Principal shall be entitled to three (3) days of personal leave each contract year which shall be credited at the beginning of each fiscal year.
12. Bereavement Leave: The Assistant Superintendent/Principal shall be entitled to three (3) days per fiscal year of bereavement leave for death(s) in the immediate family. Immediate family is defined as follows: the employee's spouse, child, parent, sibling, grandparent or grandchild of either the employee or his spouse; the employee's son-in-law or daughter-in-law or other member of the immediate household.
13. Termination Benefit: In the event of the termination of the Assistant Superintendent/Principal for any reason, he, his estate or assigns will receive a lump sum payment of one hundred (100%) percent of monies owed for work performed and one hundred (100%) percent of accumulated unused vacation days not to exceed 45 days.

All payments due hereunder will be paid to the Assistant Superintendent/Principal, his estate or assigns in the next pay period following his death, disability, termination or as otherwise directed by the Assistant Superintendent/Principal, his estate or assigns.

14. Length of Work Year: For purposes of computation of any and all per diem benefits granted pursuant to this contract, the Assistant Superintendent/Principal's work year shall consist of two hundred forty-three (243) days.
  
15. Professional Association and Fees: The Committee agrees to reimburse The Assistant Superintendent/Principal for professional association dues including, but not limited to, ASCD, MASCD, MASS and AASA. The Committee will reimburse The Assistant Superintendent/Principal for his reasonable attendance at local and out of town workshops and other professional improvement sessions.

Conferences, seminars and meetings that are more than one (1) day in length shall require the approval from the Committee or the Committee Chair.

16. Professional Development: The Committee agrees to reimburse The Assistant Superintendent/Principal for reasonable expenses related to his enrollment in educational courses, training sessions, and the like, up to two thousand (\$2,000.00) dollars per year.

Conferences, seminars and meetings that are more than one (1) day in length shall require the approval from the Committee or the Committee Chair.

17. Miscellaneous Expenses: Upon presentment of appropriate vouchers and/or receipts, the Committee shall reimburse the Assistant Superintendent/Principal for reasonable out-of-pocket expenses incurred by him in the ordinary and customary fulfillment of his duties as Assistant Superintendent/Principal, including, when required and with prior approval by the Committee, the reasonable cost of travel, registration fees, food and lodging for attendance at seminars, professional meetings and conventions.

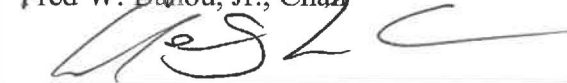
Mileage shall be paid at the then-applicable IRS-approved rate whenever the Assistant Superintendent/Principal is required to use his personal vehicle for District business.

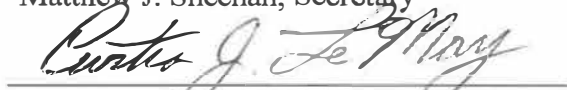
18. Performance: The Assistant Superintendent/Principal agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written Agreement between The Assistant Superintendent/Principal and the Committee.
  
19. Evaluation: The Assistant/Superintendent/Principal's performance shall be evaluated annually. The Committee and the Assistant Superintendent/Principal agree to abide by the evaluation principles and procedures detailed in 603 CMR 35.00.
  
20. Entire Agreement: This Agreement represents the entire Agreement between the parties as to the employment of the Assistant Superintendent/Principal as Assistant Superintendent/Principal, and there are no inducements, promises, terms, conditions, or obligations made or entered into either party relative thereto other than those contained herein. Any amendments or changes to this Agreement shall be in writing and signed by both parties to be enforceable.

21. Invalidity: If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of this Agreement and said remainder shall be binding and effective against all parties.
22. Indemnification: The District shall defend, save harmless and indemnify the Assistant Superintendent/Principal against any claim, demand, suit or judgment, including reasonable legal fees and costs arising out of any alleged negligence, except an intentional violation of civil rights of any person under law, occurring within the scope of the Assistant Superintendent/Principal's official duties and employment, in accordance with the provisions of M.G.L. c. 258, Section 2.

**IN WITNESS WHEREOF, the parties hereunto sign this instrument and a duplicate thereof this, 17<sup>th</sup> day of November, 2022.**

  
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Fred W. Bahou, Jr., Chair

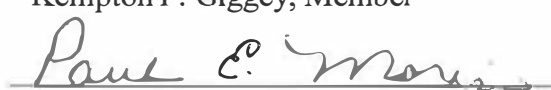
  
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Matthew J. Sheehan, Secretary

  
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Curtis J. LeMay, Member

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George W. O'Hare, Member

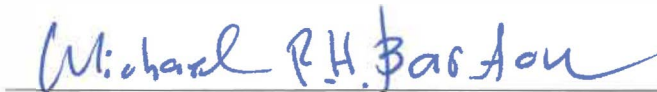
  
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Lee Gitschier, Vice-Chair

  
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Kempton P. Giggey, Member

  
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Paul E. Morin, Member

  
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George A. Tatseos, Member

And

  
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Michael R.H. Barton, Assistant Superintendent/Principal