

**EMPLOYMENT CONTRACT FOR
DIRECTOR OF HUMAN RESOURCES OF THE
GREATER LOWELL TECHNICAL HIGH SCHOOL**

AGREEMENT made this 9th day of May, 2022, between the Greater Lowell Regionale Vocational Technical School District (hereinafter, "District") acting through its Superintendent-Director (hereinafter "Superintendent-Director") and Jeffrey (hereinafter "'") of [REDACTED]

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

- 1.e **Employment:** The Superintendent-Director hereby agrees to employ Carlson in the position of Director of Human Resources (hereinafter "Director of Humane Resources") for the District, and Carlson hereby accepts such employment on the following terms and conditions:e
2. **Term:** This employment contract shall commence on July 1, 2022 and shall expire on June 30, 2025.e
3. **Compensation:**
 - A.e The Director of Human Resources shall receive the following salary increases:e

Step 1 Level A of the Administrator's Contract., and thereafter one step advancement each July 1st.

The Director of Human Resources may be eligible for additional salarye increases based on performance and/or annual evaluation.e
 - B.e The Superintendent-Director shall review the Director of Human Resources'e performance and salary level annually in accordance with sub-paragraph C.e
 - C.e The Superintendent-Director should complete his annual review of the Director of Human Resources' performance on or before the first of August of each year.e The Superintendent-Director shall also provide the Director of Humane Resources with written notification of the results of his review.e
4. **Duties of Employee:** The Director of Human Resources shall faithfully, diligently and competently perform the duties and responsibilities of Director of Humane Resources as provided by law, herein, and as outlined by the Superintendent-Director in Appendix A. The Director of Human Resources shall comply with the policies and procedures of the Superintendent-Director and shall serve and performe such duties at such time and places and in such manner as the School Committee and the Superintendent-Director may from time to time reasonably direct.e

5. **Termination:**
 - A. In the event that said Director of Human Resources desires to terminate this contract he must do so by giving written notice of his intention to the Superintendent-Director at least 45 days in advance by return mail, return registered receipt directed to the Superintendent-Director.
 - B. The Superintendent-Director may terminate this agreement and the Director of Human Resources' employment with 45 day notice.
6. **Vacation Benefits:** The Director of Human Resources shall be entitled to twenty-five (25) working days (exclusive of Federal and State Holidays) as annual vacation which shall be credited to the Director of Human Resources as of the beginning of each fiscal year. Unused vacation days may be accumulated to a maximum of sixty (60) days.
7. **Medical, Dental and Life Insurance:** The Director of Human Resources shall be entitled to all current paid medical, dental and life insurance benefits as are currently available to other professional personnel of the District. Employers' health insurance contribution rate shall be 75%.
8. **Sick Leave:** The Director of Human Resources shall be entitled to sick leave of fifteen (15) days per fiscal year which shall be credited to the Director of Human Resources at the beginning of each fiscal year. Unused sick leave days, which are earned as a Director of Human Resources, may be accumulated up to one hundred twenty (120) days.
9. **Personal Leave:** The Director of Human Resources shall be entitled to three (3) days of personal leave each contract year which shall be credited at the beginning of each fiscal year.
10. **Bereavement Leave:** The Director of Human Resources shall be entitled to three (3) days of bereavement leave for death(s) in the immediate family.
11. **Inclement Weather:** In the event of inclement weather, Greater Lowell Tech will make a no school, delayed opening, or school closed announcement through its automated call alert and email blast system. Announcements made through television, radio, and other media are only intended for students on a 180 day/year schedule and staff on a 182 day/year contract.

The following are the inclement weather announcement procedures:

Delayed Opening: Individual contract employees shall report to work no later than 60 minutes prior to the newly announced opening time. (8:40 am report time for a 2-hour delayed opening)

No School: Individual contract employees shall report on time for a regular scheduled work day unless instructed to report at a later time.

School Closed: Individual contract employees shall not be required to report to work and will not be assessed a personal or non-work day.

In the event of a no school announcement, individual contract employees may use a personal day or a vacation day without providing prior notice by immediately notifying their supervisor and the superintendent's secretary by email of their intent to use such leave and submitting the appropriate paper work on the next scheduled work day.

12. **Termination Benefit:** In the event of the termination of the Director of Human Resources 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, one hundred (100%) percent of accumulated unused vacation days, and twenty-five (25%) percent of unused sick days.

All payments due hereunder will be paid to the Director of Human Resources, his estate or assigns in the next pay period following his death, disability, termination or as otherwise directed by the Director of Human Resources, his estate, or assigns.

- 13.e **Per Diem:** For purposes of computation of any and all per diem benefits granted pursuant to the contract shall be based on two hundred forty five (245) days.

14. **Professional Association and Fees:** The Director of Human Resources will be reimbursed for professional association dues. The Director of Human Resources will be reimbursed for his reasonable attendance at local and out of town workshops and other professional improvement sessions.

15. **Miscellaneous Expenses:** Upon presentment of appropriate vouchers and/or receipts, the Director of Human Resources will be reimbursed for reasonable out-of-pocket expenses incurred by him in the normal and customary fulfillment of his duties as Director of Human Resources including, when required and with prior approval by the Superintendent-Director, the reasonable cost of travel, registration fees, food and lodging for attendance at seminars, professional meetings and conventions.

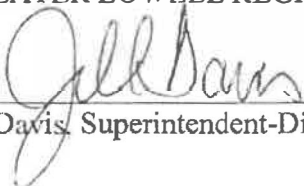
Mileage shall be paid at the then applicable District-approved rate whenever the Director of Human Resources is required to use his personal vehicle for District business.

16. **Performance:** The Director of Human Resources agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written Agreement between the Director of Human Resources and the Superintendent-Director.

17. **Evaluation:** The Superintendent-Director and the Director of Human Resources agree to abide by the evaluation principles and procedures detailed in 603 CMR 35.00 and School District Policy GCO.
18. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.
19. **Invalidity:** If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.
20. **Indemnification:** The District shall defend, save harmless and indemnify the Director of Human Resources against any claim, demand, suit or judgment, including reasonable legal fees and costs arising out of any alleged negligence, except as intentional violation of civil rights or any person under law, occurring within the scope of the Director of Human Resources' official duties and employment, in accordance with the provisions of M.G.L.c.258,s.2.

IN WITNESS WHEREOF, the parties hereunto sign and seal this instrument and a duplicate thereof this, the ____ day of ____, 2022.

GREATER LOWELL REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL BY:



Jill Davis, Superintendent-Director

and

DocuSigned by:


98169373E61E44D
Jeffrey Carlson, Director of Human Resources

**Greater Lowell Regional Vocational Technical School District
Tyngsboro, MA 01879**

APPENDIX A

Position Description

TITLE: Director of Human Resources

QUALIFICATIONS:

- Bachelors Degree Required
- Masters Degree preferred
- Minimum of five years of management experience in Human Resource or related field in a similar role required; prior experience in the municipal/public/education sector, union environment preferred.
- Strong knowledge and demonstrated experience in talent acquisition and selection practices, federal and state employment/benefit laws including employment leaves and employee accommodation, alternative dispute resolution, civil rights investigation best practices, benefit administration (medical, dental, life, FSA, LTD, Workers' Compensation, unemployment), and collective bargaining.
- Strong interpersonal skills including trust building, communication, confidentiality, and professionalism.
- Experience in MUNIS and Crystal Report software preferred.
- Proficiency in Microsoft Office and Google applications preferred.
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PERFORMANCE RESPONSIBILITIES:

- Analyzes wages and salary reports and data to determine competitive compensation plan.
- Hears, investigates and resolves complaints and disputes.
- Interviews, investigates, and prepares report of findings to the Superintendent-Director of complaints of alleged violations of school district policy including civil rights, sexual harassment, and other forms of discrimination.
- Administers all labor contracts and answers inquiries.
- Develops and analyzes special reports relative to sick leave use, longevity, benefits, etc.

- Writes directives and policies advising department managers of company policy regarding compensation, labor relations, policies and employee benefits.
- Consults with legal counsel on complex personnel matters to ensure that policies comply with federal and state law.
- Oversees the maintenance and communication of records required by law or local governing bodies, or other departments in the organization.
- Coordinates and conducts various training programs for employees.
- Responsible for the unemployment insurance: monitoring claims, appealing charges, tracking costs.
- Studies legislation, arbitration decisions, and collective bargaining contracts in order to serve as a resource for advising staff on laws, regulations, policies and procedures for human resources/labor relations functions.
- May represent management in negotiating collective bargaining agreements.
- Administers the group medical, life, employee assistance, disability, and dental plans in accordance with MGL Ch. 32B, and federal and state laws.
- Develop and project annual insurance budget, monitor monthly expenditures and communicate any variances to School Business Administrator and Superintendent.
- Administer COBRA compliance and monitor, communicate and enroll retirees into group Medicare Secondary Payer plans.
- Serve as a Trustee to the MA Bay Health Care Trust attending and participating in regular meetings and upholding fiduciary responsibilities.
- Develop and reconcile monthly insurance invoices for warrant, invoice and post payments for direct pay, enter, verify and reconcile MTRS and Middlesex retiree individual rates.
- Procure actuarial for GASB 75 valuation for Other Post Employee Benefits and provide ongoing data for study.
- Gather, verify and provide employee and retiree data for annual Affordable Care Act reporting, biennial EEO-5 report and other federal and state reports.

- Report, track, and monitor worker injuries for workers' compensation. Coordinate with Plant Services to identify any cause for injury; maintain communication with insurance carrier and injured employee during absence.
- Respond to employee's request for workplace accommodations by engaging the employee in an interactive process to identify and assess options for providing reasonable accommodations and access to eligible employees in accordance with the Americans with Disabilities Act and other disability laws.
- Facilitate centralized recruitment and hiring process identifying sources for recruitment, communicating with applicants during selection process, maintaining records, preparing offers of employment and onboarding.
- Maintain and process all CORI's to the Criminal History Systems Board for access to all criminal case data to allow for employment, transportation, and volunteer purposes. Ensures compliance for all employees, subcontractors, volunteers, and chaperones aligned with CHRI regulation.
- Serve as the district authorized representative to access the Statewide Applicant Fingerprint Identification Services results (SAFIS-R) liaison and process all incoming SAFIS reports
- Assess, respond, and monitor employee leave requests in order to comply with collective bargaining rights, and state and federal laws. Coordinate with supervisor for coverage of the employee's job duties while the employee is absent.
- Conduct employee relations activities; attend and/or conduct meetings with supervisors and employees to resolve human resource issues.
- Provide support to the Superintendent-Director, department heads, and other school officials on human resources related topics.
- Monitors the deferred compensation plans in compliance with State and Federal law.
- Assists counsel in grievance mediation, arbitration and before quasi-judicial bodies.
- Informs and educates retirees of changes in benefit plans.
- Performs any other duties assigned by the Superintendent-Director.

TERMS OF EMPLOYMENT: Twelve-Month Position

IMMEDIATE SUPERVISOR:	Superintendent-Director
EVALUATION:	Annually based on predetermined goals approved by the Superintendent-Director
SALARY:	To Be Determined