## EMPLOYMENT CONTRACT FOR SENIOR ASSISTANT PRINCIPAL OF THE GREATER LOWELL TECHNICAL HIGH SCHOOL

AGREEMENT made this 16<sup>th</sup> day of March, 2023, between the Greater Lowell Regional Vocational Technical High School District (hereinafter, "District") acting through its School Committee (hereinafter, "Committee") and Jamie Costa (hereinafter, "Costa"), of

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

- 1. <u>Employment:</u> The Superintendent-Director hereby agrees to employ Costa in the position of Senior Assistant Principal (hereinafter, "Sr. Assistant Principal") for the District, and Costa hereby accepts such employment on the following terms and conditions:
- 2. <u>Term:</u> This employment contract shall commence on July 1, 2023, and shall expire on June 30, 2026, unless otherwise terminated sooner by either party pursuant to this Agreement.

## 3. Compensation:

A. The Sr. Assistant Principal shall be paid an annual salary at the rate of One Hundred Fifty-Five Thousand, Five Hundred Dollars (\$155,500) per year for the period of July 1, 2023 through June 30, 2024 and payable in equal installments convenient to the parties, but not less often than monthly as follows:

July 1, 2024 - June 30, 2025: Senior Assistant Principal's pay will be no less than the top step of the administrator's contract.

July 1, 2025 - June 30, 2026: Senior Assistant Principal's pay will be no less than the top step of the administrator's contract.

- B. The Superintendent-Director shall review the Sr. Assistant Principal's performance annually in accordance with sub-paragraph C.
- C. The Assistant Superintendent/Principal should complete his annual review of the Sr. Assistant Principal's performance on or before the first of May of each year. The Assistant Superintendent/Principal shall also provide the Sr. Assistant Principal with written notification of the results of his review.
- D. In the event of a long term absence by the Assistant Superintendent/Principal the Superintendent-Director may choose to assign additional administrative duties to the Sr. Assistant Principal; provided that, the parties will negotiate additional compensation to the Sr. Assistant Principal for the performance of said additional administrative duties.
- 4. <u>Duties of Employee</u>: The Sr. Assistant Principal shall faithfully, diligently and competently perform the duties and responsibilities of Sr. Assistant Principal as provided by law, herein, and as outlined by the Superintendent-Director in Appendix A. The Sr. Assistant Principal shall

comply with the policies and procedures of the Superintendent- Director and shall serve and perform such duties at such time and places and in such manner as the Superintendent-Director may from time to time reasonably direct.

## 5. Termination of Employment Contract by the Sr. Assistant Principal:

- A. The Sr. Assistant Principal shall have the right to terminate this Agreement before the term of its completion by giving 120 days' 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 120 days if requested by the Sr. Assistant Principal.
- B. The Superintendent-Director may terminate this agreement and the Sr. Assistant Principal's employment in accordance with the Massachusetts General Laws.
- 6. <u>Consultative Work:</u> The Sr. Assistant 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 of the provisions of M.G.L.c.268A, or give the appearance of a conflict of interest. The Sr. Assistant Principal shall provide prior notice to the Superintendent-Director before engaging in any consultative work.
- 7. <u>Certificate</u>: The Sr. Assistant Principal shall furnish suitable evidence of an appropriate certificate qualifying him as Sr. Assistant Principal required by <u>M.G.L.c.71</u>, s.38G, and further agrees to maintain said certificate in good standing throughout the term of this Agreement..
- 8. **Periodic Examination:** The Sr. Assistant Principal, at the District's expense, shall submit to periodic physical examinations as required by M.G.L.c.71, s. 55B.
- 9. <u>Medical, Dental and Life Insurance</u>: The Sr. Assistant Principal 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%.
- 10. <u>Sick Leave</u>: The Sr. Assistant Principal shall be entitled to sick leave of fifteen (15) days per fiscal year which shall be credited to the Sr. Assistant Principal at the beginning of each fiscal year. Sick days may accumulate without limit.

At his election, the Sr. Assistant Principal shall have the option of selling back to the District 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.

The Senior Assistant Principal will be provided up to five (5) days annually of additional per diem pay for days worked over the contractual number of days with Superintendent- Director prior approval. Approval will be based on rationale provided in writing for current need and historical analysis of days required to complete requirements of job description in previous years.

For purposes of computation of any and all sick buy back benefits granted pursuant to the contract, the work year of the Sr. Assistant Principal shall consist of two hundred forty-three (243) days.

- 11. <u>Personal Leave</u>: The Sr. Assistant 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. <u>Bereavement Leave</u>: The Sr. Assistant Principal shall be entitled to three (3) days per fiscal year of bereavement leave for death(s) in the immediate family.
- 13. <u>Length of Work Year:</u> The Sr. Assistant Principal shall work no less than 220 days annually. The Sr. Assistant Principal shall be entitled to all paid holidays extended to other administrators employed by the district.
- 14. <u>Inclement Weather</u>: 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 non-work 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.

- 15. <u>Professional Association and Fees:</u> The Superintendent-Director agrees to reimburse the Sr. Assistant Principal for professional association dues including, but not limited to, ASCD, MASCD, MASS, and AASA. The Superintendent-Director will reimburse the Sr. Assistant Principal for his reasonable attendance at local and out of town workshops and other professional improvement sessions.
- 16. <u>Professional Development</u>: The Superintendent-Director agrees to reimburse the Sr. Assistant 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.
- 17. <u>Miscellaneous Expenses</u>: Upon presentment of appropriate vouchers and/or receipts, the District shall reimburse the Sr. Assistant Principal for reasonable out-of-pocket expenses incurred by him in the normal and customary fulfillment of his duties as Sr. Assistant Principal 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 IRS-approved rate whenever the Sr. Assistant Principal is required to use his personal vehicle for District business.

- 18. <u>Performance</u>: The Sr. Assistant Principal agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written Agreement between the Sr. Assistant Principal and the Superintendent-Director.
- 19. <u>Evaluation</u>: The Sr. Assistant Principal's performance shall be evaluated annually. The Superintendent-Director and the Sr. Assistant Principal agree to abide by the evaluation principles and procedures detailed in 603 CMR 35.00 and School District Policy GCO.
- 20. **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.
- 21. <u>Invalidity</u>: 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.
- 22. <u>Indemnification</u>: The District shall defend, save harmless and indemnify the Sr. Assistant 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 Sr. Assistant Principal's official duties and employment, in accordance with the provisions of M.G.L.c.258, s.2.

IN WITNESS WHEREOF, the parties hereunto sign this instrument and a duplicate thereof this, the 31<sup>st</sup> day of March, 2023.

GREATER LOWELL REGIONAL VOCATIONAL

TECHNICAL HIGH SCHOOL BY:

Jill Davis, Superintendent-Director

and

Japrie Costa, Sr. Assistant Principal