

**PRINCIPAL/ASSISTANT SUPERINTENDENT  
MINUTEMAN REGIONAL SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT**

This Contract is made as of July 18, 2007 by and between the Superintendent and the School Committee of the Minuteman Regional Vocational School District, hereinafter referred to as the "Superintendent" and James Laverty, hereinafter referred to as "Principal Assistant Superintendent."

**ORGANIZATIONAL REPORTING**

The Principal/Assistant Superintendent reports directly to the Superintendent in accord with Massachusetts General Laws. This agreement does not impact the operational reporting of any employee of the Minuteman Regional Vocational School District as defined by the organizational structures established by the Superintendent in collaboration with the School Committee.

**EMPLOYMENT**

The Committee hereby employs James Laverty, as Principal/Assistant Superintendent of the Minuteman Regional Vocational School District, and Mr. Laverty hereby accepts employment subject to the following terms and conditions.

WHEREAS, the Committee endorses the reporting of this position directly to the Superintendent and believes that a written employment contract is necessary to describe specific conditions of employment.

**TERM**

The Principal/Assistant Superintendent shall be employed from July 18, 2007 through June 30, 2010. Six (6) months before the expiration of this contract, or before the expiration of an extension of this contract, the Superintendent shall notify the Committee in writing of the fact that the Principal/Assistant Superintendent contract is approaching expiration, so that the Committee and the Superintendent if they so desire, may commence the negotiation of a new contract with the Principal Assistant Superintendent.

**SALARY**

Effective July 18, 2007, the Principal/Assistant Superintendent's starting annual salary shall be \$116,000. This annual salary rate shall be paid to the Principal/Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

**VACATION CLAUSE**

The Principal shall be allowed twenty-five (25) vacation days per year. The Principal may carry forward up to five (5) vacation days annually, however, unless approved by the Committee, the cumulative number of vacation days

carried forward shall never exceed five (5) days. Vacation time requires prior approval from the Superintendent.

### **HOLIDAYS**

The Principal/Assistant Superintendent shall be entitled to all legal holidays as observed by administrators in the Minuteman School District.

### **SICK LEAVE**

The Principal/Assistant Superintendent shall be allowed up to fifteen (15) annual paid sick days. The Principal/Assistant Superintendent may carry over any unused sick days from one Contract year to the next for his use during the term of the Contract. Extended sick leave may be granted at the discretion of the Superintendent, and in the event of extended sick leave, the Principal/Assistant Superintendent shall provide a physician's certification of illness.

Unused sick leave shall not be reimbursed upon expiration or termination of this Contract. The Principal/Assistant Superintendent may take sick leave due to the medical needs of the Principal/Assistant Superintendent's family/household members, as needed within his accumulated sick leave, and the Superintendent may recommend to the Committee, at its discretion, to grant additional days upon request.

Upon use of more than fifteen days sick leave in any fiscal year the Principal/Assistant Superintendent shall provide a physician's certification of illness. The Principal/Assistant Superintendent may take bereavement leave.

Bereavement leave in excess of five days will require approval of the Superintendent. In cases of vacation, sick leave, family illness leave, and bereavement leave, the Principal/Assistant Superintendent shall provide the Superintendent with advance notice.

### **RESIGNATION**

In the event that the Principal/Assistant Superintendent desires to terminate this Contract before the term of service shall have expired, he may do so if he gives at least six (6) months written notice to the Superintendent of his intention to do so.

### **TERMINATION FOR GOOD CAUSE**

Where good cause exists, the Superintendent may discharge the Principal/Assistant Superintendent. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Principal/Assistant Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct

unbecoming a Principal/Assistant Superintendent or insubordination. Upon the discharge of the Principal/Assistant Superintendent, no tribunal shall have the power to reinstate him. In the event of a termination for good cause, the Principal/Assistant Superintendent will be paid compensation and benefits through the effective date of the good cause termination and will not be entitled to further compensation or benefits under this agreement.

### **CERTIFICATE**

The Principal/Assistant Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate as required by law. Any material misrepresentation on the Principal/Assistant Superintendent's application for employment or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement.

### **EXPENSES RELATED TO EMPLOYMENT**

#### ***In-District Auto and Cell Phone Expense***

The Committee agrees to pay the Principal/Assistant Superintendent \$100 per month for cell phone and in district automobile expense.

#### ***Out of District Travel.***

When out of district travel has been approved by the Superintendent, the Committee shall reimburse the Principal/Assistant Superintendent for reasonably incurred expenses. Approved out of district auto travel shall be reimbursed at the mileage rate that has been set for all Minuteman administrators.

#### ***Professional Conferences, Dues and Expenses***

Conference attendance needs to be approved by the Superintendent. When approved, the Committee shall reimburse the Principal/Assistant Superintendent for attendance, including travel, food, lodging and registration expenses of professional conferences in any school year upon submission of written voucher for the same.

The Committee shall pay all dues and associated costs of membership for the Principal/Assistant Superintendent in the professional Associations approved by the Superintendent.

### **FRINGE BENEFITS**

The Principal/Assistant Superintendent shall be entitled to all insurance (life, medical, dental, hospital) benefits currently available to other *professional* personnel in the Minuteman Regional Vocational School District; subject to the terms and conditions of said coverage.

### **EVALUATION**

Each September the Principal/Assistant Superintendent, in collaboration with the Superintendent shall develop goals for the year. The Superintendent shall

annually evaluate the performance of the Principal/Assistant Superintendent in writing, in accordance with a mutually agreed upon evaluation instrument, which clearly articulates the goals, objectives, and standards by which the Principal/Assistant Superintendent's performance will be measured.

The evaluation process shall take place annually before June 15.

### **ARBITRATION**

Any controversy or claim alleging breach of a material term or condition of this agreement including any claim by the Principal/Assistant Superintendent that the Superintendent discharged the Principal/Assistant Superintendent without good cause shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Excluded from this mandatory arbitration provision are claims other than claims alleging breach of a material term or condition of this agreement and also excluded are claims based on state or federal antidiscrimination laws, statutes or regulations. An award by the arbitrator(s) appointed pursuant to such rules shall be binding upon the parties and may be entered with any court, tribunal or commission having jurisdiction thereof for enforcement in accordance with Massachusetts law. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The arbitrator(s) may award any and all appropriate relief including but not limited to compensatory damages due under the contract but in no case shall such order or award require the reinstatement of the Principal/Assistant Superintendent.

### **INDEMNIFICATION**

The Committee shall indemnify the Principal/Assistant Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of M.G.L. c. 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Principal/Assistant Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Principal/Assistant Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Principal/Assistant Superintendent pursuant to terms of this Agreement.

### **ENTIRE AGREEMENT**

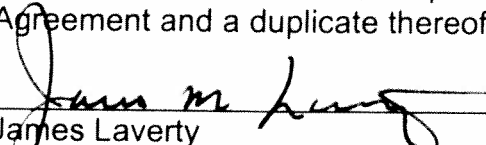
The Contract embodies the entire Agreement between the Superintendent and the Principal/Assistant Superintendent, and there are no inducement, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the Superintendent and the Principal/Assistant Superintendent. Any part of this Contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed

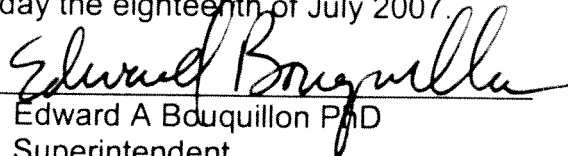
by the Parties, and attached to this Agreement. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

**INVALIDITY**

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this day the eighteenth of July 2007.

  
James Lavery  
Principal/Assistant Superintendent

  
Edward A Bduquillon PhD  
Superintendent