

EMPLOYMENT AGREEMENT
WRITTEN AMENDMENT
BETWEEN
CLINTON PUBLIC SCHOOL DISTRICT
AND
[REDACTED]

The Clinton Public School District (the "School District"), acting by and through its Superintendent of Schools, and [REDACTED] hereby agree, pursuant to Section 41 of Chapter 71 of Massachusetts General Laws, to a written amendment of her employment agreement as follows:

1. Term. The Term of this Agreement will be for a One (1) year period commencing July 1, 2020 and terminating on June 30, 2021, unless extended or otherwise terminated as provided in this Agreement.

2. Office. [REDACTED] in the Clinton Public School District. [REDACTED] agrees that she shall perform competently and professionally, in good faith, the duties and responsibilities of Principal as provided for by the Massachusetts General Laws, the policies of the School Committee, the Clinton School District job description for the position of Principal, and the directives of the Superintendent of Schools.

3. Reporting Relationship. The Principal will report to, and be supervised by, the Superintendent of Schools.

4. Duties and Responsibilities.

(a) The Principal shall be the educational leader and manager of the School and shall supervise the operation and management of the School and School Property, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with the District Personnel Policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the School, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L. Chapter 71 as amended by the Education Reform Act of 1993 and any other law.

(b) The Principal shall work with the central administration and with the professional staff and parent body of the School to develop the distinctive educational pattern of the School, including the School's educational organization, staffing and parent involvement mechanisms.

(c) The Principal shall faithfully and effectively perform such duties and responsibilities as called for by the following:

- (i) M.G.L. c. 71 (as amended by the Education Reform Act of 1993);
- (ii) Policies of the Clinton School Committee;
- (iii) Directives of the Superintendent of Schools or designee;
- (iv) The School's annual School Improvement Goals;
- (v) The regulation and requirements of grants, special or mandated programs; and
- (vi) The Principal's performance evaluation and objectives.

(d) The Principal shall faithfully and effectively perform such duties and responsibilities as may be assigned, including but not limited to the following:

- (i) To provide educational leadership to the students and faculty of the School;
- (ii) To provide a School environment that is conducive to student learning and development;
- (iii) To promote academic excellence and achievement;
- (iv) To keep the Superintendent informed on a regular basis of the activities and any incidents at the Principal's School;
- (v) To prepare the annual School budget;
- (vi) To inspire the students and faculty and to maintain good School morale;
- (vii) To provided a positive role model to students and faculty;
- (viii) To maintain adequate books and records;
- (ix) To schedule and assign students and faculty;
- (x) To perform the duties of the School's Appointing Authority;
- (xi) To organize the class schedules and courses;

- (xii) To evaluate teachers and staff;
- (xiii) To work with the School Council;
- (xiv) To coordinate the educational program and activities of the School;
and
- (xv) To supervise the staff.

5. Employee Status. The Principal acknowledges that she is deemed an exempt employee for the purposes of the Fair Labor Standards Act and Chapter 151 of the Massachusetts General Laws.

6. Salary. In the first year of the Agreement (July 1, 2020 through June 30, 2021), the School District will pay the Principal, at such intervals as compensation is paid to other employees of the School District, **the bi-weekly amount of \$4,230.77, which if annualized would equal \$110,000.00**, less all lawful withholdings and deductions. The parties agree that this salary provision may be renegotiated for the second and/or third years of this Agreement, subject to appropriation.

7. Transfer. At the conclusion of this one (1) year amendment, Ms. Silvio may return to her previous role under the terms and conditions outlined in that employment agreement.

8. Completeness. This Agreement constitutes a written amendment to Ms. Silvio's existing contract. Any sections not addressed in this agreement remain as stated in her current contract.

9. Interpretation. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws of such state. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

10. Waiver of Jury Trial. The School District and the Principal hereby waive any right to trial by jury in the event of any litigation between them.

This Agreement has been duly executed by the Principal and the Superintendent of Schools.

11. Indemnification.

- a. The School Committee shall at all times indemnify and hold harmless the employee to the maximum extent of and in accordance with the terms of MGL c. 258, Section 9. The employee shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided,

however, that upon cessation of the employment relationship the employee shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his/her last effective per diem rate of pay.

- b. If the School Committee has not provided legal counsel to the employee, the School District shall reimburse the employee for any reasonable attorneys' fees and costs incurred by the employee in connection with claims or suits involving the employee in his professional capacity, provided he acted in good faith. Counsel for the School District shall retain primary responsibility for preparation and presentation of the case. The employee and his counsel shall fully and completely cooperate with the School District Counsel in the defense of such action provided the parties' interests are not adverse.
- c. This indemnification provision Section 22, a. b. and c. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

PRINCIPAL

Date

CLINTON PUBLIC
SCHOOL DISTRICT



Date