

CONTRACT OF PRINCIPAL

THIS AGREEMENT, made on July 1, 2023 by and between the CITY OF LOWELL SCHOOL DISTRICT, hereinafter referred to as LOWELL, and MICHAEL FIATO, hereinafter referred to as "PRINCIPAL."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT:

LOWELL hereby employs Michael Fiato as the Head of School of Lowell High School and Michael Fiato hereby accepts employment on the following terms and conditions:

2. ASSIGNMENT:

At the inception of this Agreement, PRINCIPAL is hereby assigned to Lowell High School. The Superintendent of Schools may reassign or transfer PRINCIPAL to another principalship within the Lowell Public School District at any grade level for which PRINCIPAL is duly qualified.

3. TERM:

PRINCIPAL shall be employed for a three (3) year period commencing July 1, 2023 through June 30, 2026. If the Superintendent fails to notify PRINCIPAL of the non-renewal of this agreement or any subsequent agreement at least sixty (60) days prior to its expiration it shall be automatically renewed for an additional one-year period.

The Superintendent and PRINCIPAL shall meet at least ninety (90) days prior to the expiration date of this Agreement for the purposes of reviewing continuation of the Agreement and to discuss the salary and other terms of the Successor Agreement.

4. COMPENSATION:

a) PRINCIPAL shall be paid an annual salary commencing as of the effective date of this Agreement (July 1, 2023) of ONE HUNDRED SIXTY-FIVE THOUSAND (\$165,000.00) DOLLARS per year, payable in equal installments in accordance with the policy of the SCHOOL COMMITTEE OF THE CITY OF LOWELL. The parties hereto agree that the salary stated in this paragraph may be increased during the term of this Agreement upon recommendation of the Superintendent of Schools and approval of such by the Lowell School Committee.

b) The salary stated herein shall not be reduced below the amount received by PRINCIPAL in the previous contract year, provided, however, that PRINCIPAL's salary may be reduced upon his demotion, administrative reorganization, or a transfer to a non-principal position, in the sole discretion of the Superintendent, after providing notice to PRINCIPAL in writing and providing an opportunity to discuss such decision with PRINCIPAL. In such case, the new salary shall be attached as an exhibit to this contract and signed by the Superintendent.

c) For each year of the contract PRINCIPAL shall receive a 2.25% raise effective on July 1 of each year; however, PRINCIPAL will first be first eligible for such raise on July 1, 2024.

d) For each three credit graduate level course taught for the New Teacher Academy/Lowell Program for the City of Lowell School District, PRINCIPAL shall be paid a stipend of \$4,900.00 (with doctorate) upon completion of the course, or \$3,900.00 if he or she has not received a doctorate prior to the start date of the course.

e) If PRINCIPAL performs the duties of a mentor principal at the formal, written request of Superintendent and acceptance of additional duties by PRINCIPAL is in writing, PRINCIPAL shall receive an annual payment of \$4,000.00 for these duties. This request must be done in writing and approved in advance by the Superintendent prior to the commencement of the formal mentoring program. There are no exceptions to this requirement.

f) If PRINCIPAL is requested to work extra days, the request must be done in writing by the Superintendent and accepted in writing by PRINCIPAL. There are no exceptions to this requirement. The request and acceptance must be done in advance of the days worked and list the additional days to be worked, the duties and expectations, and the agreed upon compensation.

5. CONDITIONS OF EMPLOYMENT:

PRINCIPAL shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth as follows:

a.) Medical Insurance: Principals are eligible to receive offerings and insurances offered by the Commonwealth of Massachusetts Group Insurance Commission, including but not limited to the terms and conditions of the Memorandum of Agreement between the City of Lowell and the Public Employee Committee (PEC), to provide insurance through the group insurance commission as agreed to on or about September 17, 2012. City of Lowell School Committee shall pay 75 percent of the costs of such coverage and the principals shall be responsible for the balance of 25 percent.

b.) Life Insurance: Principals are eligible to receive life insurance in the amount of \$2,000.00. The School Committee of the City of Lowell shall pay 75 percent of the cost of such insurance and the principals shall be responsible for the balance of 25 percent.

c.) Expense Reimbursement: Principals shall be reimbursed for all expenses reasonably incurred in the performance of their duties in accordance with the laws of the Commonwealth of Massachusetts and the policies of the School Committee of the City of Lowell, when approved in advance by the Superintendent of Schools. Whenever required to travel, principals shall be reimbursed at the rate determined in accordance with the applicable travel allowance established by the United States Internal Revenue Code. Principals will also be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences or other professional improvement sessions, which have been approved in advance by the Superintendent of Schools.

d.) Sick Leave: Principals are entitled to twelve (12) days of sick leave annually. This leave shall be permitted to accumulate without limit. Notwithstanding any provision to the contrary, the Head of School will not receive any buy back for any unused sick days on his resignation, retirement, termination or death.

e.) Extended Sick Leave: In addition to regular sick leave, principals who have, by reason of a continuing illness depleted their sick leave allowance, will be eligible for an extended sick leave allowance equal to the number of sick leave days credited to them as of January the First of the year in which the extended sick leave application is filed. In no case, however shall the extended sick leave allowance be greater than 180 days. Eligibility for such extended sick leave allowance shall be determined by a three-member medical panel comprised of one physician selected by the Committee, one physician selected by the applicant, and the third physician selected by the other two physicians first selected. Such medical panel must by a majority vote certify that the illness of the principal is one likely to require a medically approved absence from school duties for a protracted period of time.

f.) Personal Leave: PRINCIPAL is allowed, on a non-cumulative basis, three (3) days of paid personal leave annually. No reason other than "leave for personal reasons" shall be required when requesting this leave. Requests for such leave must be made in writing to the Superintendent of Schools, as soon as possible, and not less than forty-eight (48) hours before the absence occurs, whenever possible. Such leave shall be allowed only when approved by the Superintendent. Personal leave days may only be used during the school year but not on a day prior to or following a holiday or school vacation. If PRINCIPAL does not use the three personal days during any school year, the unused personal leave days will be added to PRINCIPAL's accumulation of unused sick days.

g.) Bereavement: PRINCIPAL will be allowed leave with pay for up to five (5) days at any one time in the event of death or serious illness in the immediate family. Immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sisters, grandfather, grandmother, of either employee or spouse thereof, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepparents, or any relative of the employee or spouse thereof, who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident.

h.) Maternity Leave: Principals are eligible for maternity leave upon written request to the Superintendent of Schools accompanied by a physician's certificate attesting to the fact of pregnancy. The effective date of such leave shall be at the discretion of the principal, providing that she has the ability to perform to the fullest all aspects of her job while pregnant. Any dispute as to such ability to so perform will be satisfied by the principal submitting to the Superintendent of Schools a medical certificate attesting to her ability to physically perform her duties. A principal may resume her duties after the termination of pregnancy by providing a physician's certificate indicating that she is physically able to resume her position. This certificate must be submitted to the Superintendent of Schools prior to the principal's return to duty and the Superintendent of Schools may direct the principal to be examined by a physician of her choice to confirm the certification of the principal's physician. Principals may use their sick leave for the eight (8) week period (not to exceed forty (40) school days) following the birth or delivery of the child. Sick leave days may be used outside of the eight-week period in the event of a disability from the pregnancy, birth or delivery. The principal may elect to use a combination of allowable paid and/or unpaid leave to return to work either at the start of the school year following the termination of her pregnancy or at the start of the school year

following the child's first birthday. Failure to return to work on the elected date will be deemed as an automatic resignation on part of the principal.

i.) Child Rearing Leave: Principals are eligible to receive up to one-year leave, without pay, for the purpose of either child rearing or adoption. Upon receiving notification of being accepted on an adoption list, PRINCIPAL shall notify the Superintendent of Schools. Upon receiving confirmation of the child's availability, the employee shall notify the Superintendent of Schools of the date. Leave shall commence immediately upon said date. PRINCIPAL may continue health insurance during the period of the leave, but will be responsible for the entire cost of the coverage. PRINCIPAL is not eligible for sick leave benefits while on this leave. In addition to the unpaid leave, a principal who has adopted a child shall be entitled to the same paid leave benefits as set forth in the Maternity Leave policy, above.

k.) Professional Development: Principals are eligible to receive tuition reimbursement of up to \$500 for in-service courses taken in a related field at an accredited college or university of their choice, approved in advance by the Superintendent of Schools. Tuition reimbursement will be paid for courses taken in the fiscal year in which applicable credit is earned and payment will be limited to two courses per fiscal year, upon proof of successful completion of such course(s).

l.) Indemnification: The Lowell School District represents that the City of Lowell is bound by Massachusetts General Laws, chapter 258, sections 9 and 1.3 in the appropriate case. Massachusetts General Laws, chapter 258, section 9 provides: Public employers may indemnify public employees, and the Commonwealth shall indemnify persons holding office under the constitution, from personal financial loss, all damages and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee or official or holder of office under the constitution at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official, other than a person holding office under the constitution acting within the scope of his official duties or employment, shall be indemnified under this section for violation of any such civil rights if he acted in a grossly negligent, willful, or malicious manner.

Massachusetts General Laws, chapter 258, section 13 provides that the City shall indemnify and save harmless municipal officers, elected and appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

Massachusetts General Laws, chapter 258: section 2 provides principals are not personally liable for negligence while acting within the scope of their employment.

6. DUTIES AND RESPONSIBILITIES:

PRINCIPAL shall be the educational leader and manager of his school and shall supervise the operation and management of his school and school property, subject to the supervision and direction of the Superintendent of Schools. PRINCIPAL shall be responsible, consistent with the Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent of Schools, 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 of Schools and subject to the provisions of Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993. The Superintendent of Schools shall also have final authority, to the extent permitted by law and subject to the Superintendent's review and approval, as to the assignments and transfers of the above listed staff from school to school.

PRINCIPAL shall also faithfully and effectively perform the duties contained in the job description of PRINCIPAL as attached hereto as Appendix A.

PRINCIPAL recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Lowell Public Schools.

7. OTHER ACTIVITIES AND PROFESSIONAL DUTIES:

PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his duties as PRINCIPAL and PRINCIPAL has received prior approval of the Superintendent of Schools.

8. ANNUAL WORK SCHEDULE & VACATION TIME:

The work year of the PRINCIPAL shall be full-time, year-round including days that school is not in session. PRINCIPAL shall receive twenty-four (24) working days as annual vacation, exclusive of legal holidays, which vacation days should primarily be used during time periods when school is not in session. Accordingly, at least 12 days of these vacation days will be used during scheduled school breaks within the school year and at least 12 days will be used during summer break and/or other days when school is not in session. Vacation time shall not accumulate but shall be used during the work year. All then accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or his estate) in the next pay period following resignation, retirement, non-renewal, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work.

9. PERFORMANCE:

PRINCIPAL shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the PRINCIPAL and the Superintendent of Schools in writing.

10. TERMINATION, DEMOTION, AND SUSPENSIONS:

a) In the event PRINCIPAL desires to terminate his contract before the term of service shall have expired, he may do so with a least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.

b) The Superintendent of Schools may dismiss, demote or suspend PRINCIPAL for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if PRINCIPAL is eligible to elect such procedures by virtue of service for three or more full consecutive years.

i) As used herein, "good cause," shall mean grounds put forth by the Superintendent of Schools which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

c) The Superintendent of Schools may dismiss, demote, or discharge PRINCIPAL who has not worked in the district as such for three full, consecutive years for any reason rationally related to the operation of the district. In such cases PRINCIPAL may not seek review of such decision by filing a demand for arbitration, with any agencies. The sole remedy shall be by court proceedings. The judicial dispute, if any, shall be limited to a determination of damages under the contract.

11. EVALUATION:

The Superintendent of Schools shall evaluate the performance of PRINCIPAL annually based upon 1) the duties and responsibilities contained in PRINCIPAL's job description attached hereto; 2) as presented and called for under Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993; 3) as contained in the Policies of the Lowell School Committee; 4) as contained in the policies and directives of the Superintendent of Schools; and 5) the annual school improvement goals mutually agreed upon by PRINCIPAL and the Superintendent of Schools. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

12. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the CITY OF LOWELL SCHOOL DISTRICT and PRINCIPAL and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a written amendment, signed by the party against whom enforcement thereof is sought. It is agreed by the parties that the terms of this contract shall not become effective until after it is "APPROVED AS TO FORM."

13. SEVERABILITY:

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

14. APPLICABLE LAW:

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF parties have hereunto signed this AGREEMENT and a duplicate thereof on July 1, 2023.

PRINCIPAL



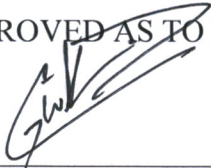
Michael Fiato, Principal

FOR THE LOWELL PUBLIC SCHOOLS



William Skinner
Superintendent of Schools

APPROVED AS TO FORM:



Corey F. Williams
City Solicitor
Date: 9/1/23

6/23/2020

Head of School Job in Lowell, Massachusetts



HEAD OF SCHOOL

Lowell High School
Lowell Public Schools
Lowell, Massachusetts

Job Details

Job ID: 3260535

Application Deadline: Posted until Filled

Posted : April 16, 2020

Starting Date: August 17, 2020

Job Description

DUTIES AND RESPONSIBILITIES Administrative Leadership -Create and sustain an interdependent, collaborative team that works together to build and model a shared vision. - Use effective methods to hire a diverse staff and to foster and maintain a school environment that respects and values diversity. -Supervise and evaluate performance of staff. - Exercise collaborative leadership in decision-making. -Contribute information and participate with Central Administration and the School Committee regarding Lowell High School operations and programs. -Oversee high school budgets and Practice sound fiscal management policies and procedures. -Ensure that proper systems are implemented for safety, security and emergency procedures for staff and students and followed consistently. -Oversee and communicate expectations for the maintenance and improvement of the building, grounds, equipment, transportation and food service programs. -Plan effectively for the implementation of policy decisions, taking into account unanticipated consequences and costs. -Apply current knowledge of policy formation and legal requirements within the scope of his/her responsibility. -Maintain consistent application of the Student Code of Conduct. -Work with NEASC and the chairperson of the accreditation committee to complete self- evaluation, coordinate school review and assure compliance with recommendations to maintain Lowell High School's accreditation. -Demonstrate a clear understanding and complies with the rules and regulations of the M1AA and NCAA. - Ensure implementation and observation of all School committee policies and regulations by the school staff and students. -Develop and implement educational and student operational systems. -Prepare reports and complete other duties and responsibilities as assigned by the Superintendent of Schools. Instructional Leadership -Facilitate the development and implementation of a shared mission and vision. -Promote high levels of academic achievement for all students. -Work effectively with other administrators, supervisors and teachers to ensure quality instruction. -Foster good communication among students, staff, and parents. -Provide an effective teaching and learning environment for students and staff as well as to promote the educational development of each student in the high school. -Apply current research-based principles and practices to foster effective

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6/23/2020

Head of School job in Lowell, Massachusetts

teaching. -Support on-going professional development of the faculty and staff. -Oversee state mandated testing program and recommend program changes as necessary. -Hold teachers accountable for having high standards and expectations for all students. -Encourage school wide practices that provide services to students, especially for those who encounter psychosocial issues that create barriers to learning. -Analyze data to develop a critical inquiry into current practices, to identify needed educational improvements, and to implement structures that support change. Student Leadership -Establish and maintain a climate of respect and encourage a positive student attitude towards the school's educational program and physical plant. -Encourage student participation in academic, athletic and extracurricular programs. -Foster an environment that is conducive to the development of positive racial, ethnic, individual identity and is respectful of individual differences. -Serve as faculty advisor to the Student Advisory Committee and provide assistance to the Student Advisory Committee in its contacts with the School committee. -Work closely with students through the Head of School Student Advisory Cabinet and other student organizations and periodically attend Lowell High School athletic events and other school sponsored activities. Community Relationships -Develop and promote alliances among staff, parents, parent organizations, business and community involving them in decision making to advance the best interest of our students. -Further develop and expand community partnerships including the University of Massachusetts Lowell, Middlesex Community College, and the Greater Lowell Community Foundation. -Interpret, articulate and promote the vision; mission; programs; activities and services of the school/district. -Expand community, educational and business partnerships to increase offerings for students in community-based learning and internships.

Position Type: Full-time

Positions Available: 1

- Job Category : Administrator > Principal/Dean/Head of School

Equal Opportunity Employer

Lowell Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Job Requirements

• REQUIREMENTS

- A Master's Degree from an accredited college or university (Ed.D./Ph.D. preferred). -Documented teaching experience for a minimum of five (5) years, High School preferred.
- Licensure by MA Department of Elementary and Secondary Education as Principal/Assistant Principal (9-12).
- A minimum of five years' successful administrative experience.
- Demonstrated administrative experience in an educational organization and ability to exercise strong consistent leadership in all facets of the operation of the high school. - Demonstrated ability to inspire, lead, and work collegially with faculty and staff.
- Evidence of leadership as a teacher, academic leader, supervisor, and administrator that created a positive environment for continuous school improvement.
- Strong communication skills with the ability to communicate effectively with an ethnically rich group of administrators, staff, parents, students and community members.
- Evidence of the ability to make decisions in a fast-paced environment.
- Evidence of a strong record of working effectively with diverse community.
- Demonstrated ability to clearly develop and execute short and long term goals to achieve the organizational mission and vision.

REPORTS TO: Chief Schools Officer and Superintendent of Schools

EFFECTIVE DATE OF EMPLOYMENT: July 1, 2020

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6/23/2020

Head of School job in Lowell, Massachusetts

TERMS OF EMPLOYMENT: Contract/197 days

SALARY: In the range of \$140,000 commensurate with educational level and experience

- Citizenship, residency or work visa required

Contact Information

Linus Guillory , Chief Schools Office
155 Merrimack Street
5th floor
Lowell, Massachusetts 01862

Phone: 978-674-2163

The content you submit, offer, contribute, attach, post, or display (each a "Submission") will viewed by other users of the service who may or may not be accurately representing who they are or who they represent. Do not include any sensitive data in your submissions. Any submission or any use or reliance on any content or materials posted via the service or obtained by you through the use of the service is at your own risk. "Sensitive data" for purposes of this section means social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information or any other sensitive personal data as defined under applicable laws.

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