# CONTRACT OF EMPLOYMENT

This Agreement, made this twenty-first day of June 2018 by and between the Blackstone Valley Vocational Regional School District (**District**) acting by its School Committee (**Committee**) and Dr. Michael F. Fitzpatrick.

**Mission:** To consistently improve the legacy of continued growth and excellence both academically and vocationally for the benefit of the citizens of the thirteen (13) towns served by the District.

Consistent with the proposed contract provisions agreed to by the Committee acting through the District's Negotiating Subcommittee on June 21, 2018 and in consideration of the promises herein contained, the parties hereto agree mutually as detailed below:

# EMPLOYMENT

The Committee hereby awards to, and employs Dr. Michael F. Fitzpatrick as Superintendent-Director of the District and Dr. Michael F. Fitzpatrick (**Superintendent**) hereby accepts employment of the following terms and conditions:

# TERMS

* 1. Initial Term. This contract shall cover the Superintendent's employment for the period of July 1, 2018 through June 30, 2021, unless sooner terminated in accordance with Paragraph 4.
  2. Extended Term. The Committee shall have the option to extend the term of this contract for successive periods of one (1) year, up to two times, upon the expiration of the Initial Term. Accordingly, at its January 2021 Committee meeting, the Committee may vote to extend the term of this contract for the period of July 1, 2021 to June 30, 2022 (the “First Extended Term”), unless sooner terminated in accordance with Paragraph 4; and, at its January 2022 Committee meeting, the Committee may vote to extend the term of this contract for the period of July 1, 2022 to June 30, 2023 (the “Second Extended Term”), unless sooner terminated in accordance with Paragraph 4. Unless the Committee votes to extend the Initial or First Extended Term, this contract shall terminate after the Initial or First Extended Term, respectively.

# COMPENSATION

* 1. The Superintendent shall be paid $236,519.35[**1**](#_bookmark0) for FY2019 according to the annualized salary schedule established by the School Committee deliberations of June 21, 2018, payable in equal installments, bi-weekly or in such other installments as is convenient to the parties, but not less often than monthly.

**1 It should be noted that no single member community will be expected to accept responsibility or otherwise underwrite the full cost of this base amount. Member communities will accept responsibility according to their individual town’s operating ratio.**

* 1. The Committee shall review the Superintendent's salary level annually on or before the June Committee meeting after consultation with the Superintendent. The Committee shall increase the Superintendent’s base salary by a basic raise of 2.0% for FY2019, 2.0% for FY2020, and 2.0% for FY2021, as awarded by the School Committee’s deliberations on June 21, 2018.
  2. The Superintendent is eligible for additional variable compensation in the form of an incentive pay increase of up to $16,000.00 annually for attainment of eight (8) Annual Performance Goals. Each Annual Performance Goal is valued up to

$2,000. Award of Performance Goal incentive pay increase compensation, or a percentage thereof, would be governed by subsequent annual review each June by the School Committee Chair in concert with the Negotiation Subcommittee. Remuneration will be paid in a lump sum, less appropriate mandated payroll deductions. The Committee views the performance component of this contract as pension eligible compensation. As cross referenced in Section 22 of this contract, performance goals will be synchronized with relevant components of the Massachusetts DESE model evaluation rubric for evaluating a Superintendent with the Commonwealth.

* 1. On or before June 30th, the Committee shall also provide the Superintendent with written notification of the results of its base salary review. Any adjustment in base salary shall be effective on July 1st.

# TERMINATION

* 1. In the event that said Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving written notice of the intention to the Committee at least one hundred eighty (180) days in advance by delivery in hand, by overnight mail, or by certified mail, return receipt requested directed to the Chairman of the School Committee.
  2. The Committee may terminate this Agreement and the Superintendent's employment by notice in writing delivered in hand, by overnight mail, or by certified mail, return receipt requested, for inefficiency, incompetence, incapacity, conduct unbecoming a Superintendent, insubordination, failure on the part of the Superintendent to satisfy performance standards developed in accordance with Paragraph 21 or other good cause, or for breach of this Agreement, or for any other cause permitted or required under the laws of Massachusetts.

# DUTIES

The Superintendent shall perform the duties of Superintendent of Schools as defined by the General Laws of the Commonwealth of Massachusetts, and shall perform such associated duties as are required by the Committee.

# CERTIFICATE

The Superintendent shall maintain and furnish to the Committee throughout the term of his contract a valid and appropriate certificate qualifying him as Superintendent- Director of the District in the Commonwealth, as required by Massachusetts General Laws, Chapter 71, Section 38G or other applicable law or regulation.

# PROFESSIONAL DEVELOPMENT

The Superintendent shall be required to complete a minimum of sixty (60) hours of professional development and improvement every two (2) years. The Superintendent shall provide to the Committee at its May meeting, an annual report of his professional development and improvement. This professional development requirement may be satisfied by the Superintendent's affiliation and system evaluation Chair roles and other participation within the NEASC/CAISA organization.

# CONSULTATIVE WORK

The Superintendent may undertake and engage in consultative work for which he may be paid by outside individuals and/or concerns, and speaking, writing, lecturing or other engagements of a professional nature as long as the Committee determines such work or other engagements do not derogate from or diminish the effectiveness of his performance as Superintendent and the Committee is notified in advance. It is agreed such work (if it takes the form of off Valley Tech campus day-to-day Local Education Agency [LEA] or agency leadership) shall be performed only while the Superintendent is on vacation leave or with the prior approval of the Committee as time is of the essence. Alternative off-hour (evening/weekend) part-time consultantship activity is allowable as long as the other parameters of this Agreement are met.

# REIMBURSEMENT FOR EXPENSES

The Committee shall reimburse the Superintendent for all related in-state travel and other appropriate expenses reasonably incurred in the required performance of his duties. Major seminar, management training and workshop fees, national conference participation and out-of-state travel shall be viewed separately and shall require prior approval by the Committee. The Superintendent shall provide such documentation as is required by law, and/or the Committee.

# PROFESSIONAL AFFILIATIONS

The Committee shall annually provide funds for membership or subscription in appropriate professional organizations such as:

* 1. The American Association of School Administrators (Superintendent's membership) and the American Vocational Association;
  2. The Massachusetts Association of School Superintendents and its regional affiliates (Superintendent's membership) and M.A.V.A.;
  3. The Association for Supervision and Curriculum Development;
  4. New England School Development Council (NESDEC); or
  5. Other membership or subscription in a professional organization that is mutually agreed upon by the Committee and the Superintendent in advance.

# STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws Chapter 32, Section 2, or other applicable law.

# FRINGE BENEFITS

The Superintendent shall be entitled to access all health insurance benefits available to other professional personnel in addition to any benefits expressly provided for in this contract or to be agreed upon in the future.

# LIFE INSURANCE

The Committee agrees to reimburse the Superintendent the actual costs incurred in the payment of a life insurance policy with The Prudential Company, Policy No. RO 062519 at a cost not to exceed $4,430.00 per year.

# ANNUITY

The District shall contribute to an annuity as follows: 70% of the IRS allowable amount with Superintendent accepting a 30% contribution for Fiscal Years 2019, 2020, & 2021. The annuity provision shall sunset at the conclusion of this contract on June 30, 2021. Any changes in contribution limitations under IRC Section 403 (b) shall become effective for the tax year in which the change is effective and shall be retroactive to January 1 of that calendar year.

# PAID SICK LEAVE

The Superintendent shall be granted (15) days of paid sick leave annually for illness or other emergencies within his immediate family. Unused sick leave will accumulate to one hundred eighty (180) days but may be used only for illness or emergencies. The Committee may extend the limits of this benefit at its sole discretion.

# ANNUAL VACATIONS

The Superintendent shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. The Superintendent shall not use more than (10) days of vacation leave consecutively while school is in session without the prior approval of the

Committee. Vacation leave shall not accumulate from year to year, except that the Superintendent may carry ten (10) vacation days into the next year**.**

# VEHICLE

The Superintendent shall be provided with a vehicle and required fuel/fuel card to be utilized for the purpose of conducting the District's business in the coordination, supervision and promotion of quality vocational technical education. Such vehicle will be eligible for replacement/upgrade every three years utilizing the existing vehicle as a trade-in. Associated expenses (gas, insurance, maintenance, etc.) shall be at the District’s expense.

# COMPUTER AND DATA COMMUNICATION LINE

The Superintendent shall be provided with a home based computer with separate Cable Internet connection and necessary peripherals, at the District’s expense. Associated upgrades and maintenance shall also be the District’s expense.

# CELLULAR TELEPHONE

The Superintendent shall be provided with a mobile phone for the express purpose of conducting District business when away from the Superintendent’s office. The District shall pay associated expenses from the utilization of this service.

# RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT

The Superintendent shall manage the system in a fashion consistent with state law and the policy determination of the School Committee.

# PERFORMANCE STANDARDS AND EVALUATION

The Superintendent recognizes that consistent with the state’s approved educator evaluation system, the process for evaluating superintendents will reflect performance based evaluation criteria which includes measures of standards, indicators elements, and performance descriptors for effective administrative leadership. The Superintendent understands that performance within the above stated role will be evaluated by the School Committee’s Negotiation Subcommittee.

Following the completion of the fiscal year, the Subcommittee shall convene for the purpose of reviewing and evaluating the goals attainment documentation provided by the Superintendent. To the degree in which such documentation satisfies the Subcommittee, they shall extend a performance remuneration recommendation to the Superintendent. At this juncture the Superintendent can support or contest the Subcommittee’s decision, but the burden rests with the Superintendent to provide additional documentation for any reconsideration.

Although the full School Committee expects to be kept informed, it entrusts its Subcommittee with the authority to reach closure with the Superintendent.

Additionally, the full School Committee functions as an appeal mechanism if and when necessary.

# ENTIRE AGREEMENT

This contract embodies the whole agreement between the Committee and the Superintendent 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 writing signed by the party against whom enforcement thereof is sought.

# INVALIDITY

If any paragraph, part of or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

1. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this twenty-first day of June 2018.

Joseph M. Hall, Chairman Blackstone Valley Regional School Committee

Dr. Michael F. Fitzpatrick Superintendent-Director