

**BRIDGEWATER-RAYNHAM REGIONAL SCHOOL DISTRICT
EMPLOYMENT AGREEMENT**

This agreement is entered into by and between the Bridgewater-Raynham Regional District School Committee (hereinafter the "Committee") and [REDACTED], Superintendent (hereinafter [REDACTED]).

NOW, THEREFORE, in consideration of mutual promises and covenants, the Committee and Mr. Swenson agree as follows:

1. **Employment:** The Committee hereby employs, in accordance with its statutory authority set forth in Chapter 71 of the Massachusetts General Laws, [REDACTED] as Superintendent and [REDACTED] accepts the appointment under the terms and conditions of employment set forth herein.
2. **Term:** The term of this Agreement shall be for the period of October 1, 2015 through and including June 30, 2018.
3. **Non-Renewal of Appointment:** No later than March 1, 2018, the Committee shall provide [REDACTED] with notice in writing, sent to [REDACTED]'s address of record by certified mail, of its decision not to renew [REDACTED] Agreement. In the event of such non-renewal, this agreement shall terminate on June 30, 2018.
4. **Salary:** The annual salary of [REDACTED] shall be at the annual rate of \$162,500.00 for the period of July 1, 2015 through June 30, 2016. Effective July 1, 2016, [REDACTED] annual salary will be increased by two percent (2%) to \$165,750.00. Effective July 1, 2017, his annual salary will be increased by an additional two percent (2%) to \$169,065.00.
5. **Expense Reimbursements:** The Committee shall reimburse [REDACTED] for expenses incurred in the execution of his duties as Superintendent of Schools to a maximum of \$2,500.00 on an annual basis.
6. **Duties:** [REDACTED] agrees to perform all administrative duties and functions that the Committee shall lawfully assign.
7. **Work Schedule:** The twelve-month contract of [REDACTED] will be predicated upon a full year work period, with a vacation of twenty (20) working days. [REDACTED] will notify the Chair of the Committee when he will be taking vacation days.
8. **Certification:** [REDACTED] shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth, as required by Chapter 71, Section 38G, of the Massachusetts General Laws.
9. **State Retirement Association:** [REDACTED] shall be a member of the Teachers' Retirement System as required by Chapter 32, Section 2, of the Massachusetts General Laws.
10. **Termination of Services:** During the term, and extension, of this Agreement, [REDACTED] shall be subject to discharge for good cause by a two-thirds (2/3rds) vote of the full Committee. As used herein, "good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system, and shall include, but not be limited to, any reason of inefficiency, incapacity, insubordination, or conduct unbecoming. Where good cause exists, the Committee shall inform [REDACTED] of the charge or charges and cause or causes for his proposed discharge and provide an opportunity for a hearing before the Committee prior to the official action being taken. Said hearing shall be convened in Executive Session. [REDACTED] may be represented by counsel at such Executive Session who shall be entitled to participate on his behalf. The Committee shall provide 30 days' written notice of said hearing with a statement of charges in sufficient detail to place [REDACTED] on notice of the basis for such intended action and copies of all relevant

documents which the Committee intends to rely on for such action. [REDACTED] may terminate this Agreement by giving written notice of his intention to do so to the Committee at least six (6) months prior to the effective date of termination.

11. **Sick Leave:** [REDACTED] shall be allowed twenty (20) days of sick leave in each contract year for absences resulting from illness or accident. Sick leave shall accumulate, to the extent not used, up to a maximum of one hundred eighty (180) days, the allowable absence in any year to be the number of days accumulated from prior years. [REDACTED] will be credited with his earned and unused sick days as of September 29, 2015. Unused sick leave will not be bought back under any circumstances.
12. **Bereavement Leave:** (a) Upon the death of [REDACTED] spouse, child, son-in-law, daughter-in law, parent, parent-in-law, sibling, grandparent, grandchild, or member of the immediate household, [REDACTED] will be granted five (5) day's leave with pay. (b) [REDACTED] may be granted one (1) day's leave in the event of the death of any person, at the discretion of the Committee, unless said person is a member of [REDACTED] immediate household, in which event, [REDACTED] will be entitled to the aforesaid five (5) days.
13. **Personal Days:** [REDACTED] will be allowed three (3) days off per year for this category, said three days to be non-accruable from one year to the next.
14. **Insurance:** [REDACTED] shall be entitled to the same health and life insurance benefits provided other professional personnel of the Committee.
15. **Evaluation:** Pursuant to School Committee Policy (Evaluation of Superintendent), on or before April 15th of each year of this Agreement, the Committee shall evaluate the performance of [REDACTED]. In relation thereto, and in compliance with School Committee Policy, the Committee and [REDACTED] shall meet in good faith and jointly establish goals and objectives for [REDACTED] and the school system upon which the evaluation shall be based. In the event that the parties fail to mutually agree on the goals and objectives herein referred to, then the Committee shall establish such goals and objectives. The goals and objectives shall be established on or before October 15th of each year of this Agreement. All evaluations will be accomplished in a manner consistent with the provisions of Massachusetts General Laws Chapter 30A, the Open Meeting Law.
16. **Reimbursement for Courses:** [REDACTED] shall continue in his doctoral program during the term of this Agreement and the Committee will reimburse [REDACTED] for tuition of up to \$6,300.00 per year for courses required for his doctorate. He will also be allowed five days with pay to be used to fulfill the requirements of his doctorate.
17. **Annuity and Credit Union:** [REDACTED] may participate (1) in annuity plans pursuant to Chapter 71, Section 37B, of the Massachusetts General Laws; (2) in a Credit Union; provided, however, that requests for participation therein are made timely as required by law and other pertinent regulations.
18. **Re-Opening of Agreement:** This Agreement may be reopened for discussion of its terms and conditions upon mutual written agreement by the Committee and [REDACTED].
19. **Workers' Compensation:** In the event that [REDACTED] sustains an industrial accident and is disabled as a result thereof and is paid compensation benefits in accordance with the terms and conditions of the District's Workers' Compensation insurance coverage, the district will, to the extent it is permitted by law from his sick leave allowance, compensate him the difference between the Workers' Compensation benefits and his regular salary.
20. **Indemnification Insurance:** The District shall provide [REDACTED] with indemnification insurance equal to that which is provided to other administrators.

21. **Entire Agreement:** This Agreement contains the whole agreement between the Bridgewater-Raynham Regional District School Committee and [REDACTED]. There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than set forth herein. No modification or addition to this Agreement shall be effective unless and until set forth in writing and specifically identified as a "Modification" or "Addendum" executed by both parties.
22. **Severability:** If any paragraph, or part thereof, of this Agreement shall be determined by appropriate forum to be invalid, then, in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.
23. **Committee Protection:** [REDACTED] and the Committee agree that the several individual members of the Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against an individual member of the Committee in his/her personal capacity for any alleged violation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of this
26th day of August, 2015.

Patricia Riley
Patricia Riley, Chair
Bridgewater-Raynham Regional School District
School Committee

[REDACTED]
[REDACTED] Superintendent of Schools

WITNESS TO BOTH SIGNATURES:

Jacqueline B. Forbes, Ph.D.