

## EMPLOYMENT AGREEMENT

This Agreement is made by and between the ASSABET VALLEY REGIONAL VOCATIONAL SCHOOL DISTRICT COMMITTEE hereinafter referred to as the "Committee" and \_\_\_\_\_ hereinafter referred to as the "Superintendent-Director."

### I. TERM OF EMPLOYMENT

The Committee hereby agrees to employ \_\_\_\_\_ as Superintendent-Director of the District for a period commencing \_\_\_\_\_ and ending \_\_\_\_\_. The Agreement shall not automatically renew. If the Committee does not desire to continue the employment of the Superintendent-Director beyond the end of the contract term, the Committee agrees to use its best efforts to so notify the Superintendent-Director on or before February 1 in the final year of the contract. It is expected that the Superintendent-Director will raise this issue on the Committee's agenda at least two meetings prior to February 1.

### II. RESPONSIBILITIES

The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent-Director pursuant to M.G.L. c. 71 §37. The administration of school policy, the operation and management of the school, and the direction of employees, shall be through the Superintendent-Director, pursuant to M.G.L. c. 71, §59. Accordingly, the parties agree that:

- A. The Superintendent-Director shall administer curriculum and instruction and decide all matters connected with the employment of School District personnel consistent with State Law and contract obligations for those positions over which the Superintendent-Director has legal cognizance, provided that where a decision has a significant budgetary impact (e.g., salaries in employment contracts, pay increases, creation of new positions, or determination of whether to fill vacant positions) the Committee must first approve the decision. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent-Director.
- B. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the "School District" shall be through the Superintendent-Director. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction.
- C. The Superintendent-Director and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee, where appropriate, and all committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the School District. The Superintendent-Director shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

- D. Criticisms, complaints, and suggestions called to the attention of the Committee or individual committee members by any source shall be promptly referred to the Superintendent-Director for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent-Director, employees, and members of the public. The Superintendent-Director shall advise the Committee of the disposition of such matters.
- E. The Superintendent-Director is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- F. The Committee shall not, without the Superintendent-Director's knowledge, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendent-Directors of Schools in the Commonwealth of Massachusetts.
- G. The position of Superintendent-Director requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.
- H. The Superintendent-Director shall furnish and maintain throughout the term of this contract a valid and appropriate license qualifying him to act as Superintendent-Director of the District in the Commonwealth.

### III. STANDARDS BASED EVALUATION

The Superintendent-Director shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE, as may be amended from time to time, on a schedule consistent with DESE regulations, or as agreed upon by the parties. The Committee and Superintendent-Director may establish mutual goals, and agree upon data sources they deem appropriate.

The evaluation document shall consist one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent-Director's performance.

### IV. COMPENSATION

#### A. SALARY:

The initial salary for the first year ( ) of this agreement shall be set in accordance with the process set forth in the next section, and shall be retroactive to

B. ANNUAL RENEGOTIATION:

The parties shall meet in each year of this agreement not less than sixty (60) days prior and not more than ninety (90) days after to the commencement of a new fiscal year to negotiate salary to be paid to the Superintendent-Director in the new fiscal year. The Superintendent-Director shall ensure that the matter is appropriately raised on the Committee's agenda in a timely fashion. Salary increases shall be retroactive to the start of the fiscal year unless otherwise agreed. At no time during the life of this agreement shall the Superintendent-Director's salary be reduced.

In the event the Superintendent-Director's employment terminates for any reason, he (or in case of his death, his estate) shall be entitled to receive any pay due and owing for the time he has worked in the next payroll or as otherwise agreed.

C. INSURANCE BENEFITS

All Insurance programs offered to employees of the District (e.g., Health, Vision, Dental, Prescription Drugs, Disability, Life) shall be made available to the Superintendent-Director on the same terms and conditions as they are offered to other employees and in accordance with applicable law. These benefits may change from time to time for all employees and such changes shall be applied equally to the Superintendent-Director.

D. LEAVES OF ABSENCE

1. Personal Leave

The Superintendent-Director shall receive four (4) paid personal days per year. Unused days as of June 30<sup>th</sup> of any year will be forfeited and not carried forward into the succeeding year. Personal days are to be used for personal, family, religious, or legal issues that cannot reasonably be managed at other times.

2. Bereavement Leave

The Superintendent-Director shall receive up to five (5) paid days of bereavement leave in the event of a death in the immediate family. Immediate family is defined only as a wife, child, parent, sibling, parent-in-law, or person residing in the immediate household.

3. Sick Leave

a. The Superintendent-Director shall accrue annually fifteen (15) days of paid sick leave for absence due to illness or injury of himself. Up to five (5) days may be used to care for a member of his immediate family. Up to ninety (90) days in total may be accumulated as of June 30<sup>th</sup> in any year.

b. Upon retirement (but not resignation or termination) the District will compensate the Superintendent-Director for up to thirty (30) unused sick days provided he has at least that amount accumulated. The rate of pay will be at the per diem rate at the time of

retirement. The per diem rate is calculated by taking the annual salary and dividing by 260 days.

4. **Vacation Leave**

- a. The Superintendent-Director shall be entitled to twenty-five (25) paid vacation days annually. The Superintendent-Director shall be allowed no more than a maximum of thirty (30) vacation days to be carried over from one fiscal year to another. Vacation days will be pro-rated in any year that he does not complete.
- b. The Superintendent-Director may redeem unused vacation leave on an annual basis, not to exceed ten (10) days at the current per diem rate by notifying the Committee of his intent to do so on or before May 15<sup>th</sup> of each fiscal year.
- c. All accumulated vacation time will be paid to the Superintendent-Director (or his estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the two-hundred and sixty (260) days in each year the Superintendent-Director is required to work.

E. **TUITION REIMBURSEMENT**

1. The Committee agrees to reimburse the Superintendent-Director up to \$5,250 annually for tuition, books and fees in connection with the Superintendent-Director's pursuit of a doctoral level degree.
2. Funds will be disbursed upon presentation to the Committee Chair of documentation demonstrating proof of payment and attainment of a course grade of B or better.
3. Should the Superintendent-Director leave the employ of the District during or at the end of year in which he received reimbursement for courses taken during that year, he will refund such reimbursement to the District. If he took courses in the year of his departure that were not reimbursed, then he shall not be entitled to reimbursement for those courses.
4. To the extent permissible by law, the Committee shall treat the payments under this provision of the agreement as non-taxable.

V. **EXPENSES**

1. **Work Related Expenses**  
The Committee shall reimburse the Superintendent-Director through the warrant process for all reasonable work-related expenses associated with the District, including approved out-of-state travel and expenses, professional dues and subscriptions.
2. **Computer**  
The Committee shall provide for the purchase of a computer to be selected by the Superintendent-Director for his use.
3. **Smart Phone**

The Committee shall provide the monthly sum of \$40.00 in reimbursement to the Superintendent-Director for his use of a smart phone which shall remain the personal property of the Superintendent-Director.

## **VI. CONSULTATION AND SPEAKING**

The Superintendent-Director may undertake and engage in consultative work of no more than five (5) days during a fiscal year, for which he may be paid by outside individuals, with approval by the Committee. The Superintendent-Director may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as Superintendent-Director, provided that he notifies the Committee of such engagements.

## **VII. DISCHARGE**

### **A. FOR JUST CAUSE**

The Committee may discharge the Superintendent-Director for just cause in accordance with this provision of the Agreement. If the Committee contemplates discharging the Superintendent Director for just cause, the Committee shall notify the Superintendent-Director in writing of the reasons for the proposed action in sufficient detail to permit him to defend himself. The Superintendent-Director respond to them at a hearing to be conducted in executive session before the School Committee at least fourteen days after the written reasons are provided to the Superintendent-Director. The Superintendent-Director may be represented by counsel at the hearing, and may present relevant evidence that he wants the Committee to consider. The Superintendent-Director shall be entitled to a reasonable continuance, not to exceed 30 days, in order to accommodate the schedules of counsel and allow for sufficient time to prepare. The discharge must be approved by a vote by a majority of the entire Committee.

### **B. EFFECT OF TERMINATION**

Upon termination all benefits under this Agreement shall cease.

## **VIII. RESIGNATION**

There shall be no penalty for release or resignation by the Superintendent-Director from this contract, or upon one-hundred and twenty (120) days notification from the Superintendent-Director unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

## **IX. ARBITRATION**

The Superintendent-Director may challenge a discharge for just cause by filing a demand for arbitration with the American Arbitration Association in accordance with its Labor Arbitration Rules. The Arbitrator shall be limited to determining whether the discharge was for just cause or not, and if the Arbitrator determines that the discharge was not for just cause, the maximum remedy shall be limited to the salary and insurance benefits due through the end

of the contract, not to exceed one year's salary and insurance benefits. Reinstatement shall not be awarded as a remedy.

**X. INDEMNIFICATION**

The Committee shall indemnify the Superintendent-Director in accordance with the terms of M.G.L. c. 258, §9. The Superintendent-Director shall comply with all obligations to assist in any litigation instituted which relates to his time as Superintendent-Director, provided, however, that after cessation of the employment relationship the Superintendent-Director shall be compensated for such assistance at his last per diem rate of pay (base salary divided by 260).

In cases where the Superintendent-Director is eligible for indemnification pursuant to M.G.L. c. 258, §9, he may be provided with separate counsel in the event the respective interests of the Superintendent-Director and Committee would present a conflict of interest for the same counsel to represent both.

This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

**XI. ENTIRE AGREEMENT**

This contract embodies the whole agreement between the Committee and the Superintendent-Director 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.

**XII. INVALIDITY**

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

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement.

**ASSABET VALLEY REGIONAL  
VOCATIONAL DISTRICT SCHOOL  
COMMITTEE**

**SUPERINTENDENT-DIRECTOR**

*[Redacted signature area]*