

**BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL DISTRICT
SUPERINTENDENT-DIRECTOR CONTRACT OF EMPLOYMENT**

This AGREEMENT made as of August 4, 2020 by and between the Bristol-Plymouth Regional Vocational Technical School District Committee, hereinafter referred to as the COMMITTEE, and [REDACTED], hereinafter referred to as [REDACTED].

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

1. EMPLOYMENT

The COMMITTEE hereby employs [REDACTED], as Superintendent-Director of the Bristol-Plymouth Regional Vocational Technical School District, and [REDACTED] hereby accepts employment on the following terms and conditions.

2. TERMS

[REDACTED] shall be employed for a six (6) year period commencing July 1, 2020 to June 30, 2026. This AGREEMENT between the parties, without further action by the parties, shall be extended for successive periods of one (1) year each July 1st unless a vote of the COMMITTEE is taken and notice in writing by a duly authorized member of the COMMITTEE is sent to him notifying him of the COMMITTEE'S intent to terminate the contract upon the expiration of the aforementioned six (6) year period of time. Such notice shall be sent by registered mail, return receipt requested, to his residence by at least the March 1st prior to the anniversary date of this contract.

3. COMPENSATION

[REDACTED]'S annual salary will be calculated as \$15,500 plus 2.05 times the sum of the following factors:

- the maximum compensation provided in the Agreement in effect between the Bristol-Plymouth Regional Technical School District Committee and the Bristol-Plymouth Regional Technical School Teachers Association,
- an amount equal to the longevity provided in the Agreement in effect between the Bristol-Plymouth District Committee and the Bristol-Plymouth Administrators Association based on which payment [REDACTED] would receive if covered by that contract,

- an amount equal to the schedule based on years in administrative position provided in the Agreement in effect between the Bristol-Plymouth District Committee and the Bristol-Plymouth Administrators Association based on which payment [REDACTED] would receive if covered by that contract, and
- an amount equal to the degree stipend available to teachers in the Agreement in effect between the Bristol-Plymouth Regional Technical School Teachers Association and the Bristol-Plymouth District Committee.

The provisions of paragraph 3 shall constitute [REDACTED]'S annual compensation. In no event may [REDACTED]'S salary be reduced during the term of this contract.

4. TERMINATION

In the event that [REDACTED] desires to terminate this contract before the term of service shall have expired, he may do so by giving at least sixty (60) calendar days written notice of his intention to the COMMITTEE, with a time for such termination to be jointly established between [REDACTED] and the COMMITTEE. [REDACTED], during the term of this contract, shall be subject to dismissal in accordance with provisions of Massachusetts General Laws, Chapter 71, Section 42.

5. DUTIES

- A. [REDACTED] shall perform faithfully, to the best of his ability, the duties of the SUPERINTENDENT OF SCHOOLS and shall serve as Executive Officer of the COMMITTEE as set forth in the job description to be developed mutually by the COMMITTEE and [REDACTED].
- B. [REDACTED] shall, subject to law and any legally binding contracts of the School District, organize, reorganize and arrange the administrative and supervisory staff in such way as in his judgment best serves the School District. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, and shall be vested in [REDACTED] and his staff.
- C. The COMMITTEE shall promptly refer to [REDACTED] for his study and recommendation all criticisms, complaints and suggestions brought to their attention in accordance with the Massachusetts Association of School Committees code of ethics for school committee members.

6. REIMBURSEMENT FOR EXPENSES

The COMMITTEE shall reimburse ██████████ for all expenses reasonably incurred in the performance of his duty under his contract. Such expenses shall include attendance at appropriate local, state and national meetings or conferences and attendance at courses, seminars or other activities which would serve to enhance the Superintendent-Director's performance and skills.

██████████ shall have access to a school vehicle to be used at his discretion in fulfilling his obligations as SUPERINTENDENT-DIRECTOR. Fuel shall be provided by the School District.

7. PROFESSIONAL AFFILIATIONS

The COMMITTEE shall annually provide funds for ██████████'S membership in appropriate professional organizations.

8. STATE RETIREMENT ASSOCIATION

██████████ shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

9. FRINGE BENEFITS

██████████ shall be entitled to all insurance (medical, hospital and life) benefits and other fringe benefits currently available to teachers and administrators, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future.

Upon retirement from Bristol-Plymouth, ██████████ and his spouse shall be eligible to remain in the teachers' Insurance Group Plans, for which the District will provide an amount equal to seventy-five percent (75%) of the current premium for group health and dental insurance, with the balance of premium costs to be borne by ██████████ and/or his surviving spouse.

The COMMITTEE and ██████████ may agree to alter components of these benefits or to add benefits not currently available to other professional personnel.

10. ANNUAL VACATION

██████████ shall receive thirty (30) working days as annual vacation exclusive of holidays. Thirty (30) days shall be credited to ██████████ as of the beginning of each contract year. Days not used during the contract year may accumulate to sixty (60) days

as of the beginning of any contract year. [REDACTED] may be reimbursed for up to fifteen (15) days of unused vacation annually at his discretion.

11. SICK LEAVE

[REDACTED] shall be entitled to sick leave of twenty (20) days in each year of this contract with unlimited accumulation of unused sick leave. Any sick leave which has been accumulated by [REDACTED] while in the employ of the Bristol-Plymouth Regional Vocational Technical School District shall, on resignation, retirement, or death, be reimbursed to him in monies at seventy-five (75%) percent of such sick leave which has been accumulated at a rate of 1/218 per accumulated sick day based on his then present yearly salary. In the case of his death, the beneficiary of [REDACTED] shall receive his benefits.

12. RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT-DIRECTOR

The COMMITTEE shall meet with [REDACTED] at least once every two years for the purpose of discussing his job description and performance, as well as his working relationship with the COMMITTEE.

13. PERFORMANCE

- A. [REDACTED] shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and [REDACTED] in writing.
- B. Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents and will be reported by the COMMITTEE to the appropriate state and national associations of the school administrators and the state educational authorities.

14. ENTIRE AGREEMENT

This contract embodies the whole agreement between the COMMITTEE and [REDACTED], and there are no inducements, promises, terms, and 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.

15. CERTIFICATE

██████████ shall furnish and maintain throughout the term of this contract a valid and appropriate Certificate qualifying him to act as SUPERINTENDENT-DIRECTOR of the District in the Commonwealth, as required by Massachusetts General Laws, Chapter 71, Section 38G.

16. 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.

17. COMMITTEE PROTECTION

██████████ and the COMMITTEE agree that the individual members of this SCHOOL COMMITTEE shall not be sued personally for any alleged violation of this AGREEMENT.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT, and a duplicate thereof, this ____ day of August, in the year 2020.

Superintendent-Director

_____, Chairman
Bristol-Plymouth Regional Vocational
Technical School District Committee

_____, Esquire