

EMPLOYMENT CONTRACT

between

and the

GREATER FALL RIVER VOCATIONAL SCHOOL DISTRICT

This Employment Contract is made and entered into on this 14th day of May 2019, by and between the Greater Fall River Vocational School District Committee, hereinafter referred to as the DISTRICT, and

hereinafter referred to as ' ' NOW THEREFORE, the DISTRICT and ' ' in consideration of the promises herein contained mutually covenant and agree as follows:

1. TERM: The DISTRICT hereby employs and ' ' hereby accepts employment as SUPERINTENDENT-DIRECTOR of the Diman Regional Vocational Technical High School for a term as follows:

July 1, 2019 through June 30, 2020 as Interim Superintendent-Director and Assistant Superintendent/Principal and July 1, 2020 through June 30, 2025 as Superintendent-Director.

The DISTRICT shall notify ' ' at least six (6) months prior to the stated expiration date (December 31, 2024) if it does not intend to renew this agreement. Failure to give said notice will not result in an automatic renewal but rather merely allow the District the opportunity to further negotiate with ' ' with no obligation to renew this agreement or enter into a successor agreement.

' ' shall request the opening of contract negotiations with the DISTRICT by notifying the School Committee Chairperson by certified mail, return receipt requested, not later than October 1, 2024. Failure to do so will invalidate the School Committee's requirement to notify him of their intent not to renew this Agreement six (6) months in advance.

In the event ' ' notifies the DISTRICT of his intent to retire at the expiration of this contract, and does so by written notification, certified mail, return receipt requested by June 30, 2023 ' ' will receive a Two Thousand and 00/100 (\$2,000.00) Dollar stipend at the date of retirement.

2. PROFESSIONAL LICENSURE AND RESPONSIBILITIES OF FERREIRA

A. Licensure: shall hold a valid license issued by the Commonwealth of Massachusetts as per M.G.L. Chapter 71, Section 38G.

B. Duties: shall have charge of the administration of the school under the direction of the School Committee. He shall be the chief executive officer of the DISTRICT; shall direct and assign teachers and other employees of the school under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT, subject to the approval of the School Committee; shall approve all personnel; shall, from time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the School District, and in general, perform all duties incident to the office of and such other duties as may be reasonably and legally prescribed by the School Committee, from time to time. The School Committee, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to for study and reconsideration. shall have the right to attend all School Committee meetings. He shall attend all school and citizen committee meetings pertaining to the educational operation of Diman Regional Vocational Technical High School, when directed, and will provide administrative recommendations on each item of business under consideration by each of these groups.

C. Outside Activities: shall devote his time, attention, and energy to the business of the DISTRICT. However, with the advance approval of the School Committee, He may serve as a consultant to other districts or educational agencies. He may fulfill speaking engagements, and engage in other activities, which are of a short-term duration, with local clubs, organizations, civil or parent groups. He may participate actively in state or national school administrator or vocational administrator association.

3. PROFESSIONAL GROWTH OF FERREIRA: The DISTRICT encourages the continuing professional growth of through his participation, as he might decide in light of his responsibilities as SUPERINTENDENT-DIRECTOR, in:

A. the operations, programs, and other activities conducted or sponsored by local,

state, and national school administrator and school board associations:

B. seminars and courses offered by public or private educational institutions;

C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the ability of _____ to perform his professional responsibilities for the DISTRICT.

In its encouragement, the DISTRICT may permit such reasonable amount of release time for FERREIRA, as they deem appropriate, to attend to such matters and pay for the necessary enrollment/registration fees, travel, and subsistence expenses related thereto.

4. COMPENSATION: _____ annual base salary shall be as follows: \$160,000 effective July 1, 2019, \$160,000 effective July 1, 2020, \$165,000 effective July 1, 2021, \$168,300 effective July 1, 2022, \$171,660 effective July 1, 2023 and \$175,000 effective July 1, 2024. The salary as mentioned above shall be paid to _____ in the same method and manner as salary payments are paid to certified employees/teachers. _____ per diem rate of pay shall be based on a 365-day year minus weekends, holidays, and vacations.

5. VACATION AND OTHER BENEFITS:

A. _____ shall be entitled to twenty-five (25) days of vacation time per year, exclusive of legal holidays, credited on July 1 of each contract year. In no given year shall vacation exceed six (6) weeks. Up to five (5) days of vacation may be carried over from a contract year to the following contract year with the stipulation that all carried over vacation must be used prior to the beginning of the upcoming school year. Any vacation days not used or carried over under this provision shall be forfeited without additional compensation.

B. _____ shall be entitled to sick leave in an amount equal to, but not in excess of eighteen (18) days of sick leave for each year worked under this contract. _____ shall carry over his current position accumulated sick days. However, sick leave accumulated by _____ shall, on termination of his employment, be reimbursed to _____ at \$150.00 per accumulated sick day with a maximum payment of Twenty-seven Thousand Five Hundred and 00/100 (\$27,500) Dollars in total. Upon termination and/or separation of employment of _____ during the contract year

shall be paid a prorated share of his vacation days and sick days as determined by the DISTRICT. In case of death, the beneficiary of the _____ shall receive his benefits.

C. _____ shall be entitled to three (3) personal leave days per contract year. One (1) unused personal leave day may be carried into the next contract year but in no case shall personal leave days exceed four (4) in any one year. Unused personal leave days beyond the accrued four (4) days shall be converted to sick leave days to be added to _____ accumulated sick leave.

D. The DISTRICT, under the name of Diman Regional Vocational Technical High School shall at its sole cost join the Fall River Chamber of Commerce and designate _____ as the primary member. The DISTRICT shall also, at its sole cost, designate for membership to the Chamber, the Assistant Superintendent –Director/Principal and the Chairman of the School Committee.

E. Insurance, Annuity and Disability – The DISTRICT will pay seventy percent (70%) of the same maximum percentage provided to other district employees, whichever is less, for the cost of the premium for individual or family health insurance coverage.

_____ will be entitled to have the same option(s) for health insurance plans as offered to other members of the district or \$3,000 added to his salary in any year he elects not to avail himself of the insurance plan and can show evidence of being insured elsewhere. It is understood that, should a qualifying event occur and _____ becomes insured by the DISTRICT prior to the end of the fiscal year, the salary increase will be prorated.

If any of the currently available plans cease to exist for reasons beyond the control of the District, the replacement plans(s) shall be determined by mutual consent of the Parties through the collective bargaining process.

The DISTRICT will pay for seventy percent (70%) of the premium cost or the same maximum percentage provided to other DISTRICT employees, whichever is less, of a family or an individual dental plan.

If I _____ retires from the DISTRICT, the DISTRICT will provide health insurance in retirement and pay seventy percent (70%) of the premium cost of family or individual health insurance coverage.

_____ will be eligible to participate in the current and existing group disability plan offered by the DISTRICT. The DISTRICT will pay for one hundred percent (100%) of the cost of this plan.

F. It is agreed that _____ shall be entitled to bereavement leave and any other incidental benefits as are customarily provided to other district employees.

6. EXPENSES: The DISTRICT shall reimburse _____ for all expenses reasonably incurred in the performance of his duties under this contract. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, State, and national meetings, education seminars, conferences, and appropriate professional improvement programs or courses per Chapter 731 requirements.

7. PROFESSIONAL LIABILITY: The DISTRICT agrees that pursuant to M.G.L. Chapter 258, it shall defend, hold harmless and indemnify _____ from any and all demands, claims, suits, actions, and legal proceedings arising from any negligent or wrongful act or omission, providing the SUPERINTENDENT – DIRECTOR is acting within the scope of his office or employment.

_____ must reasonably cooperate with the DISTRICT in the defense of any such action or claims.

Failure to provide such reasonable cooperation on the part of _____ shall cause _____ to be jointly liable with the DISTRICT to the extent that the failure to provide reasonable cooperation prejudiced the defense of the action.

The DISTRICT will indemnify _____ from personal financial loss and expense, including legal fees and costs, if any, in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars arising out of any claim, action, award, compromise settlement, or judgment by reason of an intentional tort, or by reason of an act or omission which constituted a violation of the civil rights of any person under any Federal or State law, if _____ at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment, This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship. _____ shall not be indemnified for a violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner.

8. GOALS AND ACTION PLAN: The DISTRICT/ _____ goals and Action Plan will be established in accordance with the Educator Evaluation System established for Superintendents by the Department of Elementary and Secondary Education.

9. EVALUATION PROCEDURE: The DISTRICT / shall meet in open session once a year during the term of his contract for the purpose of evaluation. The Educator Evaluation System established for Superintendents by the Department of Elementary and Secondary Education shall be used to evaluate and assess, in writing and with reasonable detail, the performance of

10. TERMINATION OF EMPLOYMENT CONTRACT: This Employment Contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Retirement or voluntary resignation of
- c. Disability of In the event of disability by illness or incapacity, and if sick leave has been exhausted, his compensation shall be reinstated after as returned to employment and undertaken the full discharge of his duties.

The DISTRICT may terminate this contract by written notice to at any time after has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for an additional continuous period of sixty (60) days, during which sixty (60) day period he shall receive his regular compensation.

If a reasonable question exists concerning the capacity of to return to her duties, the DISTRICT may require to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the Commonwealth of Massachusetts. The DISTRICT and shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his report to the issue of whether has a continuing disability which prohibits her from performing his duties.

- d. Discharge for Cause. Discharge for cause shall constitute conduct, which is seriously prejudicial to the DISTRICT including, but not limited to, neglect of duty or breach of contract. Notice of discharge for cause shall be given, in writing, and shall be entitled to appear before the School Committee to discuss such case. If chooses to be accompanied by legal counsel at such meeting, he shall bear any cost therein involved. Such meeting shall be

conducted in executive session, unless specifically prohibited by state law. _____ shall be provided a written decision describing the results of the meeting. In the event that the School Committee offers to terminate the contract by paying the amount specified mutual agreement, the requirement of the hearing before the School Committee shall be waived by _____

- e. Voluntary resignation. _____ A shall give the School Committee a minimum of ninety (90) days notice in the event of voluntary resignation.

11. INVALIDITY: If, during the term of this contract, it is determined that any provision of this contract is invalid, the remainder of the contract shall not be affected thereby, and said remainder shall be binding and effective against all parties.

