Greater New Bedford Regional Vocational Technical High School

Superintendent-Director's Contract - 2021 - 2025

THIS AGREEMENT is made and entered into as of July 1, 2021, by and between the Committee of the Greater New Bedford Regional Vocational Technical High School District (the "Committee") and Michael Watson (the "Superintendent-Director"). By accepting the contract, the Superintendent Director does not give away any rights to longevity benefits previously earned by the employee of the district and assumes the benefits roll into the said contract agreement. In consideration of the promises herein, the Committee and the Superintendent-Director agree as follows:

1. **EMPLOYMENT:** The Committee hereby employs Michael Watson as Superintendent- Director and the Superintendent-Director hereby accepts such employment under the following terms and conditions.

2. **TERM:** The term of this agreement shall begin on July 1, 2021 and shall end on June 30, 2025 (or June 30, 2026 as outlined in this paragraph). At the school committee's option, the Superintendent-Director's contract may be extended by one year (2025-2026 school year) at the end of the second year of this agreement. The decision to exercise or decline this one-year extension shall be communicated in writing to the Superintendent-Director by June, 2023. This agreement shall be extended for periods of one-year after such date unless and until the Committee shall have delivered to the Superintendent-Director written notice of its election to terminate this agreement as of such date or at the end of any one-year extension period, with such notice to be delivered at least 180 days prior to the date of termination.

3. **COMPENSATION**: The Committee shall pay an annual minimum salary of $170,000 for the July 1, 2021-June 30, 2022 contract year. The base salary shall increase by $5,000 each year beginning on July 1, 2022, July 1, 2023, and July 1, 2024 contract years. In addition, the base salary shall be increased by the same cost of living increase as all other non-union personnel. The annual salary rate will never be lower than the rate set for the previous year.

4A. **FRINGE BENEFITS:** The Superintendent-Director shall be entitled to all insurance (medical, hospital and life) benefits, sick leave and other fringe benefits currently available to other professional personnel, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The Superintendent-Director shall be entitled to use the school vehicle for all school related activities.

4B. **TECHNOLGY SUPPORT:** The Committee shall provide the Superintendent-Director with reasonable technology to enable efficient time management and fluid communications and the Committee shall pay for monthly service fees.

4C. **ANNUAL VACATION:** The Superintendent-Director shall receive twenty-five (25) working days as annual vacation leave exclusive of legal holidays. Unused vacation days from a previous year may be carried forward, not to exceed a total accumulation of twenty-five (25) working days in addition to those accrued in the current year. In the event that the Superintendent-Director resigns the position during the fiscal year having completed less than three (3) months of service, the vacation leave will be prorated to ten (10) days, and if less than six (6) months, the vacation leave will be prorated to fifteen (15) working days. All accumulated vacation time will be paid to the Superintendent (or his/her estate) in the next pay period following the resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work. The Superintendent will retain any accumulated vacation time from his/her previous year of employment in the District, not to exceed fifty (50) days maximum.

4D. **PERSONAL DAYS:** The Superintendent-Director shall receive 3 personal days annually for emergency business not possible to conduct at another time. Unused personal days cannot be carried over to the next year and will not be bought back by the District at year's end. The Superintendent-Director may also take compensatory time not to exceed three days. Compensatory days may not be used when school is in session or be carried over to the next year and will not be bought back by the District at year's end.

5. **DUTIES:** The Superintendent-Director shall perform faithfully and to the best of his/her ability the duties of Superintendent-Director as set forth in Mass. G.L. c. 71 and other applicable laws and regulations and shall serve as Executive Officer of the Committee.

6. **CERTIFICATE:** The Superintendent-Director shall furnish and maintain throughout the term of his/her contract a valid certificate or waiver qualifying his/her to serve as Superintendent-Director in Massachusetts.

7. **OTHER ACTIVITIES:** The Superintendent-Director may accept speaking, writing, lecturing or other engagements of a professional nature, provided they do not interfere with his/her duties as Superintendent-Director; the Superintendent-Director should give advance notice and a brief description of such engagements to the Committee whenever possible to keep the Committee informed.

8. **REIMBURSEMENT FOR EXPENSES:** The School District shall reimburse the Superintendent-Director for all expenses reasonably incurred in the performance of his/her duties under this Agreement. Such expenses shall include, but shall not be limited to, costs of transportation (including mileage at the approved federal mileage rate), food and lodging, attendance at appropriate local, state and national meetings and conferences and memberships in such appropriate organizations as the Massachusetts Association of School Superintendents and the American Association of School Administrators and other professional organizations. Travel expenses for travel out of state will be approved by the Committee through the annual budget process.

9. **PROFESSIONAL AFFILIATIONS:** The Committee shall annually provide funds for the membership or subscription to the following and any other appropriate professional organizations approved by the Committee:

a. The American Association of School Administrators
b. The Massachusetts Association of School Superintendents and its regional affiliates
c. The Massachusetts Association of Vocational Administrators.

10. **EVALUATION:** The Committee agrees to establish a mutually agreeable evaluation tool that meets the Massachusetts Model System for Educator Evaluation, Part VI with the Superintendent-Director and establish a time-line for the process. The evaluation sub-committee will make recommendations to the Committee regarding the evaluation timeline, goals, and evidence. The timeline, goals, and evidence used for evaluation purposes will be agreed upon by the Committee and Superintendent-Director.

11. PERFORMANCE: The Superintendent-Director shall fulfill all terms of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent-Director in writing. Any deliberate failure to fulfill the obligations agreed upon in this contract shall be viewed as a breach of contract and violation of professional ethics.

12. TERMINATION: In the event that the Superintendent-Director desires to terminate this contract before the term of service shall have expired, he/she may do so by giving at least six months' written notice of his/her intention to do so unless a shorter notice period is authorized by the Committee.

The Committee may terminate this contract at any time without further obligation by a majority vote for any of the following reasons: inefficiency, incapacity, incompetence, conduct unbecoming to a superintendent, insubordination, or other good cause. Where termination is effected for good cause, a hearing shall be convened in Executive Session unless the Superintendent-Director requests that it be public. The Superintendent-Director may be represented at such hearing by counsel who shall be entitled to participate on behalf of the Superintendent-Director. The Committee shall provide fourteen (14) days' written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent-Director on notice of the basis for such intended action including copies of all relevant documents on which the Committee intends to rely for such action.

13. ARBITRATION:

A. Scope of Controversy

Any claims alleging the breach of this contract shall be settled and determined solely and exclusively by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association and an award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L c. 15OC, then relative to the arbitration of employment disputes. The parties expressly waive any right to assert such claims inany other forum.

B. Arbitrator's Authority

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other patty. In the case of a termination, if the arbitrator determines that the termination was not for good cause, his/her authority is limited to awarding the Superintendent-Director monetary damages which may not exceed what the Superintendent-Director would have been entitled to had his/her contract not been terminated prior to its expiration. In no case shall such award order or require the reinstatement of the Superintendent-Director to his/her position. The standard for the Arbitrator shall be the same as expressed in the 5th paragraph of Section 42 of Chapter 71 of Massachusetts General Laws.

14. **INDEMNIFICATION:** The School District shall at all times indemnify and hold harmless the Superintendent-Director against any legal claims or demands to the maximum extent permitted by Mass. G.L. Chapter 258, as it may be amended from time to time. The Superintendent-Director shall comply with all obligations to assist in any litigation instituted in which the indemnification is applicable, provided, however, that upon cessation of the employment relationship the Superintendent-Director shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his/her last effective per diem rate of pay under this contract. The indemnification provisions of this Article shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

15. **STATE RETIREMENT ASSOCIATION:** The Superintendent-Director shall be a member of the Teacher's Retirement System as required by M.G.L. c. 32.

16. **ENTIRE AGREEMENT:** This contract embodies the entire 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 be amended by written consent of the parties.

17. **INVALIDITY:** If any paragraph or provision of this agreement should be held invalid, such invalidity shall not affect any other paragraph or provision hereof and each and every such other paragraph and provision shall remain binding and effective upon the parties hereto.

IN WITNESS WHEREOF, the Committee members and the Superintendent-Director have executed this Agreement in two counterparts, each of which shall be deemed to be an original, as of this day and year first stated above.

Superintendent-Director — Date: 2/9/21

School Committee Member — Date

School Committee Member — Date

School Committee Member — Date

School Committee Member — Date: 2/11/21

School Committee Member — Date: 2/9/21 — Date

School Committee Member — Date: 2/11/21 — Date

School Committee Member — Date: 2/9/21 — Date

School Committee Member — Date

AMENDMENT TO SUPERINTENDENT-DIRECTOR EMPLOYMENT CONTRACT

The Parties to this Amendment to Employment Contract ("Amendment") are the Greater New Bedford Regional Vocational Technical School Committee (the "Committee") and the Superintendent-Director, Michael P. Watson (the "Superintendent-Director"). The Parties hereby mutually agree to amend the Superintendent-Director's Employment Contract executed by the Parties on February 11, 2021 (the "Agreement") and as amended on February 14, 2023, as follows:

1. Term. The Parties agree to modify Section 2 of the current agreement (July 1, 2025 through June 30, 2029) to read as follows:

   The Term of this agreement shall begin on July 1, 2025 and shall end on June 30, 2031. This agreement shall renew and be extended for successive one-year periods after June 30, 2031, unless and until the Committee provides written notice of its intent not to renew the agreement, with such notice to be provided no later than one year prior to the stated expiration date of the contract.

2. Compensation. The Parties agree to modify Section 3 to read as follows:

   The Superintendent-Director's salary will never be lower than the rate set for the previous year. Beginning July 1, 2027, and each year after, the Superintendent-Director shall have his base salary increased by the same cost of living increase as all other non-union personnel employed by the District.

3. Every other term and condition of the Superintendent-Director's Employment Contract shall remain in full force and effect until its expiration on June 30, 2031, unless explicitly modified by the terms of this Amendment.

The Parties hereto agree and accept this Amendment as of the 11th of August 2026

School Committee Chair — Date 8/11/26

Michael P. Watson, Superintendent-Director — Date 8/11/26

School Committee Member — Date

School Committee Member — Date 8/11/26

School Committee Member — Date 8/11/26

School Committee Member — Date 8/11/26

School Committee Member — Date 8/11/26

School Committee Member — Date

School Committee Member — Date