

**EMPLOYMENT CONTRACT FOR
SUPERINTENDENT-DIRECTOR OF THE
GREATER LOWELL TECHNICAL HIGH SCHOOL**

AGREEMENT made this 16th day of December, 2015, between the Greater Lowell Regional Vocational Technical High School District (hereinafter, "District") acting through its School Committee (hereinafter, "Committee") and Roger Bourgeois (hereinafter, "Bourgeois"), of [REDACTED]

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment:** The Committee hereby agrees to employ Bourgeois in the position of Superintendent-Director (hereinafter, "Superintendent") for the District, and Bourgeois hereby accepts such employment on the following terms and conditions:
2. **Term:**
 - (a) This employment contract shall commence on July 1, 2016, and shall expire on June 30, 2019, unless otherwise terminated sooner by either party pursuant to this Agreement.
 - (b) The Superintendent shall notify the Committee, in writing, on or before June 1, 2018, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
 - (c) The Committee, on or before June 1, 2018 shall notify the Superintendent, in writing, as to whether or not he/she wishes to commence negotiations for a successor agreement.
 - (d) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and attempt to conclude negotiations by December 1, 2018. If mutually agreed upon by both parties, this negotiation conclusion date may be extended by a vote of the Committee.
 - (e) Unless the parties have agreed in writing to extend the contract, then this contract will automatically terminate on June 30, 2019, (and the Superintendent's employment shall terminate at such time).
3. **Compensation:** The Superintendent's base gross annual salary for July 1, 2015 through June 30, 2016 of \$177,368 will be increased by 2% for the period of July 1, 2016 through June 30, 2017 and will be adjusted in each of the remaining two (2) years of this agreement based on the Superintendent's Annual Mid-Cycle formative Evaluation Report or End-of-cycle Summative Evaluation Report as appropriate for the Superintendent's evaluation cycle. At no time during the term of this contract shall the Superintendent's salary be reduced.

4. **Duties of Employee:**

(a) The Superintendent shall faithfully, diligently and competently perform the duties and responsibilities of Superintendent as provided by law, herein, and as outlined by the Committee and shall serve as the Executive Officer of the District. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time reasonably direct.

(b) The Superintendent shall, subject to law and any legally binding contracts of the District, organize, reorganize and arrange the administrative and supervisory staff in such way as in his/her judgment best serves the District. The administration of instruction and all business affairs shall include the responsibility for selection, hiring, placement and transfer of personnel, and shall be vested in the Superintendent except as otherwise provided by law.

(c) The Committee shall promptly refer to the Superintendent for his/her study and recommendation on 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.

(d) The Committee shall make no agreements with any other employee group or individual that would interfere with the Superintendent's carrying out his/her statutory, managerial, administrative or supervisory responsibilities.

5. **Termination of Employment Contract by the Superintendent:**

The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving six (6) months' notice in writing to the Committee prior to the desired termination date. Said notice shall be delivered via certified mail, return receipt requested, to the Committee at the residence of the then Chairperson of the Committee. Both parties to this Agreement may agree to notice of less than six (6) months if requested by the Superintendent.

6. **Termination of Employment Contract by the Committee:**

The Committee shall not terminate this contract except for inefficiency, incompetency, incapacity, conduct unbecoming a superintendent, insubordination, or other just cause, or a less than satisfactory evaluation of his/her performance, provided that the grounds for termination are put forward in good faith, and are not arbitrary, irrational, unreasonable or irrelevant to the building and maintaining of an efficient District.

Termination under this paragraph may not be implemented unless the Superintendent has been given thirty (30) days prior written notice, delivered to his/her residential address, certified mail, return receipt requested, of an intended vote to dismiss him/her, and, if requested, a written statement of the reason or reasons for which termination is proposed and, if requested, a hearing before the Committee, at which time he/she may be represented by counsel and call witnesses on his/her behalf, and the Committee has

voted in favor of termination by not less than a two-thirds (2/3) majority vote of the entire Committee.

The Superintendent agrees to submit to an annual evaluation of his/her performance in accordance with the state approved Superintendent evaluation tool, unless otherwise modified and agreed to by both the Superintendent and the Committee, through a rating system. If the Superintendent receives an "unsatisfactory" rating in Step 3 of the End-of-Cycle Summative Evaluation Report by the Committee on two (2) consecutive evaluations, the Superintendent agrees that the contract may be terminated upon a two-thirds (2/3) vote of the Committee and thirty (30) days written notice following such vote.

7. **Consultative Work:** The Superintendent may undertake and engage in consultative work or academic teaching assignments for which he/she may receive outside compensation; provided, however, that such activities do not in any manner interfere with the performance of his/her duties under this Agreement, violate any of the provisions of M.G.L.c.268A, including but not limited to a conflict of interest. The Superintendent shall provide prior notice to the Chairperson of the Committee before engaging in any consultative work.
8. **Certificate:** The Superintendent shall furnish suitable evidence of an appropriate certificate qualifying him/her as Superintendent required by M.G.L.c.71, s.38G, and further agrees to maintain said certificate in good standing throughout the term of this Agreement.
9. **Periodic Examination:** The Superintendent, at the Committee's expense, shall once a year submit to a physical examination and will submit a summary report from the physician, upon examination of the Superintendent and the job description, that he/she can perform the essential functions of his/her position.
10. **Vacation Benefits:** The Superintendent shall be entitled to thirty (30) working days (exclusive of Federal and State Holidays) as annual vacation which shall be credited to the Superintendent as of the beginning of each fiscal year. Unused vacation days may be accumulated to a maximum of thirty (30) days. The Superintendent shall be allowed to sell back vacation days not to exceed a total of 10 days per fiscal year based on his/her per diem rate, upon notice to the committee chairperson 30 days prior to the conclusion of any fiscal year in which the Superintendent wishes to exercise such buy back option.

The Superintendent shall be entitled to all paid holidays, and half days before holidays, extended to other administrators employed by the district.

11. **Medical, Dental and Life Insurance:** The Superintendent shall be entitled to paid medical insurance with the Committee agreeing to pay seventy five percent (75%), and all current paid dental and life insurance benefits as are currently available to other professional personnel of the District.

12. **Sick Leave:**
- a) The Superintendent shall be entitled to sick leave of fifteen (15) days per fiscal year which shall be credited to the Superintendent at the beginning of each fiscal year.
 - b) The Superintendent, shall have the option of selling back to the committee at the commencement of each contract year up to ten (10) sick days, at his/her per diem rate of pay, provided he/she has then available at least thirty (30) sick days. Otherwise, there shall be no buy back of sick days accumulated under this agreement.
13. **Personal Leave:** The Superintendent shall be entitled to three (3) days of personal leave each contract year which shall be credited at the beginning of each fiscal year.
14. **Bereavement Leave:** The Superintendent shall be entitled to three (3) days per fiscal year of bereavement leave for death(s) in the immediate family. Immediately family is defined as follows: the employee's spouse, child, parent, sibling, grandparent or grandchild of either the employee or the spouse thereof; the employee's son-in-law or daughter-in-law or other member of the immediate household.
15. **Termination Benefit:** In the event of the termination of the Superintendent for any reason, he/she, his/her estate, or assigns will receive a lump sum payment of one hundred (100%) percent of monies owed for work performed and one hundred (100%) percent of accumulated unused vacation days not to exceed 45 days.
- All payments due hereunder will be paid to the Superintendent, his/her estate or assigns in the next pay period following his/her death, disability, termination or as otherwise directed by the Superintendent, his/her estate, or assigns.
16. **Length of Work Year:** For purposes of computation of any and all per diem benefits granted pursuant to the contract, the work year of the Superintendent shall consist of two hundred forty-three (243) days.
17. **Professional Association and Fees:** The Committee agrees to reimburse the Superintendent for professional association dues including, but not limited to, MAVA, ASCD, MASCD, MASS, and AASA. The Committee will reimburse the Superintendent for his/her reasonable attendance at local and out of town workshops and other professional improvement sessions.
18. **Professional Development:** The Committee agrees to reimburse the Superintendent for reasonable expenses related to his/her enrollment in educational courses, training sessions, and the like, up to Two Thousand (\$2,000.00) Dollars per year.

19. **Miscellaneous Expenses:** Upon presentment of appropriate vouchers and/or receipts the Committee shall reimburse the Superintendent the reasonable cost of travel, registration fees, food and lodging for attendance at seminars, professional meetings and conventions. In addition, the Superintendent shall be paid \$300.00 per month for other work related expenses not otherwise provided for in this agreement. Payment shall be provided without vouchers.

Mileage shall be paid at the then applicable IRS-approved rate whenever the Superintendent is required to use his/her personal vehicle for District business.

20. **Performance:** The Superintendent agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written Agreement between the Superintendent and the Committee.
21. **Evaluation:** The Superintendent agrees to submit to an annual evaluation of his/her performance in accordance with the state approved Superintendent evaluation tool, unless otherwise modified and agreed to by both the Superintendent and the Committee, through a rating system. The Committee and the Superintendent agree to abide by the evaluation principles and procedures detailed in 603 CMR 35.00 and School District Policy CBI.
22. **Arbitration:** Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the labor arbitration rules of the American Arbitration Association. 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, or enforcement pursuant to the provisions of GL c. 150C, or if GL c. 150C is determined to be inapplicable, the pursuant to the provisions of Chapter 251 of the general laws relative to the arbitration of commercial disputes.

The arbitrator may enter any and all appropriate remedies including, but not limited to compensatory damages due under the contract, but in no case shall such award or order require reinstatement of the Superintendent to his/her position. The parties will equally split the cost of the arbitrator's fee. The parties are responsible for all their own legal fees and costs.

23. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.
24. **Invalidity:** If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

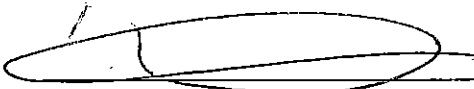
25. **Indemnification:** The District shall defend, save harmless and indemnify the Superintendent against any claim, demand, suit or judgment, including reasonable legal fees and costs arising out of any alleged negligence, except an intentional violation of civil rights of any person under law, occurring within the scope of the Superintendent's official duties and employment, in accordance with the provisions of M.G.L.c.258, s.2.

IN WITNESS WHEREOF, the parties hereunto sign this instrument and a duplicate thereof this, the 16th day of December, 2015.

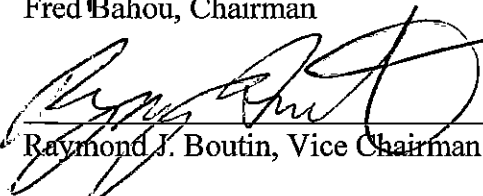
GREATER LOWELL REGIONAL VOCATIONAL
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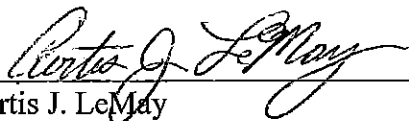
Fred Bahou, Chairman



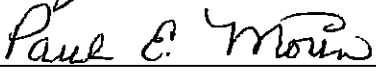
Kempton P. Giggey



Raymond J. Boutin, Vice Chairman



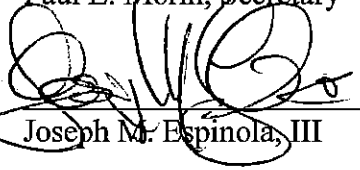
Curtis J. LeMay



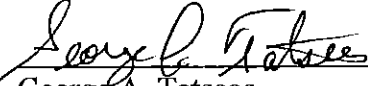
Paul E. Morin, Secretary



George W. O'Hare




Joseph M. Espinola, III



George A. Tatseos

and



Roger Bourgeois, Superintendent-Director