

EMPLOYMENT AGREEMENT  
SUPERINTENDENT-DIRECTOR

This Employment Agreement, effective as of July 1, 2018 (hereinafter the "Agreement" or the "Employment Agreement") by and between the South Middlesex Regional Vocational Technical School District, 750 Winter Street, Framingham, Middlesex County, Massachusetts 01702, acting by and through its School Committee (hereinafter referred to as the "District" or the "Committee") and

\_\_\_\_\_ (hereinafter referred to as the "Superintendent"), whereby the Committee hereby does employ the said \_\_\_\_\_ and the said \_\_\_\_\_ does hereby accept such employment as Superintendent-Director of the District. Both parties agree that the Superintendent shall perform the duties of the Superintendent-Director of the District as prescribed by the regulations and statutes of the Commonwealth of Massachusetts and the rules and regulations made thereunder by the Committee.

The parties hereto further agree as follows:

I. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party, other than those contained herein. This Agreement may not be changed, modified or amended except by a writing signed by both parties hereto.

II. TERM OF AGREEMENT

- A. The Superintendent shall be employed as Superintendent of the District for a period of three (3) years, commencing on July 1, 2018 and terminating on June 30, 2021 (hereinafter the "Initial Term").
- B. If the Committee shall notify the Superintendent in writing of its intent not to extend the Employment Agreement beyond the Initial Term not less than one hundred twenty (120) days prior to June 30, 2019, then this Agreement shall terminate on June 30, 2021, at the end of the Initial Term of this Agreement.
- C. Following the Initial Term, provided that the Superintendent shall then be employed as the Superintendent of the District School, this Agreement shall be extended from year to year for up to three (3) additional consecutive one (1) year terms (hereinafter the "Extended Term") in accordance with the procedures described herein and upon the same terms and conditions of this Employment Agreement, provided, however:

- D. If the Committee shall notify the Superintendent in writing of its intent not to extend the term of the Employment Agreement not less than one hundred twenty (120) days prior to June 30, 2020, then this Agreement shall terminate on June 30, 2022.
- E. If the Committee shall notify the Superintendent in writing of its intent not to extend the term of the Employment Agreement not less than one hundred twenty (120) days prior to June 30, 2021, then this Agreement shall terminate on June 30, 2023.
- F. If the Committee intends to employ the Superintendent after June 30, 2024, it shall notify the Superintendent in writing at any time prior to June 30, 2023 and initiate negotiations for a successor Employment Agreement with the Superintendent. If the Committee shall fail to provide written notice to the Superintendent in the manner described herein on or before June 30, 2023 of its intent to employ the Superintendent after June 30, 2024 and to negotiate a successor Employment Agreement with the Superintendent or if the parties shall thereafter fail to mutually agree to the terms of a successor Employment Agreement, then this Agreement shall terminate on June 30, 2024. Time is of the essence at all times.
- G. Nothing in this Employment Agreement shall preclude the Committee and the Superintendent from entering into negotiations for a new Employment Agreement to commence on July 1, 2024 or at any time when they shall mutually agree to.

### III. COMPENSATION

- A. The Superintendent shall be paid an annual salary of \$ 187, 923.50 for the period commencing on July 1, 2018 through and including June 30, 2019, payable in equal installments convenient to the parties, but not less often than monthly. The salary due hereunder shall be pro-rated for any part of a month or year the Superintendent is not so employed hereunder for which the salary would otherwise not be applicable.
- B. Each year during which this Agreement is in effect, the Committee and the Superintendent shall prior to July 1<sup>st</sup> of that year commencing on July 1, 2019 and following the completion of the Summative Evaluation of the Superintendent for the preceding year, or completion of the evaluation process or procedure selected by the Committee for that year, meet together for the purpose of reviewing the Superintendent's salary for the ensuing year. The Superintendent's salary may thereafter be adjusted if necessary and by mutual agreement of the parties in writing, as of the following July 1 each year. In determining any increase to the Superintendent's salary, the Committee may consider the yearly evaluation of the Superintendent. The Committee may determine, based upon the yearly evaluation of the Superintendent by the Committee and/or the performance of the Superintendent, that the Superintendent receive a salary increase and the amount of such salary increase or that the Superintendent shall receive no salary increase for the next year of the Agreement. The Committee and the Superintendent agree that after the salary of the Superintendent has been increased, it shall never be reduced.

#### IV. DUTIES

The Superintendent shall perform faithfully to the best of his ability the duties of the Superintendent-Director of the District, as provided in Massachusetts General Laws, Chapter 71, Section 59, any regulations promulgated thereunder and the policies of the Committee having reference thereto. The Superintendent shall serve as the Chief Executive Officer of the Committee.

#### V. LICENSE

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate License qualifying him to act as Superintendent-Director of the District in the Commonwealth as required by Massachusetts General Laws, Chapter 71, Section 38G.

#### VI. CONSULTING WORK

The Superintendent, after having first advised the Committee in writing, may undertake and engage in consulting work for which he may be paid by outside individuals or concerns, so long as said activities do not interfere with or detract from his duties as Superintendent-Director of the District. In addition, he may accept speaking, writing, lecturing or other engagements of a professional nature, so long as such activities do not interfere with or detract from his duties as Superintendent-Director. The Superintendent is hereby encouraged to engage in such activities, to a reasonable extent, as will enhance and develop the reputation and image of the District.

#### VII. ADMINISTRATION AND SUPERVISION OF THE SCHOOL DISTRICT

The Superintendent shall be encouraged, subject to law and any legally binding contracts of the District to organize, reorganize and arrange the administrative and supervisory staff of the District in such way as in his judgment best serves the interests of the District. The administration of the instructional and business affairs of the District shall include the responsibility for the selection, placement and transfer of personnel which shall be vested in the Superintendent and his staff.

#### VIII. REIMBURSEMENT FOR EXPENSES

The Committee shall reimburse the Superintendent for the Superintendent's expenses which have been approved by the Committee through the yearly budgetary process and reasonably incurred by him in the performance of his duties under this Agreement.

#### IX. ANNUAL VACATION AND HOLIDAYS

The Superintendent shall receive thirty (30) working days as annual vacation exclusive of legal holidays. The Committee encourages the Superintendent to utilize the annual vacation allowance during the year to which it applies. The Committee recognizes, however, that such use is not always possible and therefore agrees that vacation time shall be cumulative to a total of sixty (60) days plus any unused days from the then current year. The Committee recognizes that the Superintendent begins this Agreement with sixty (60) days of accumulated vacation time, exclusive of the current year's allowance. On two (2) occasions per year during any year while this Agreement shall remain in effect, the Superintendent shall have the option to buy back up to five (5) unused vacation days at the current per diem rate of pay paid to the Superintendent which vacation buy-back shall be provided for in the annual budget for each year the Agreement shall be in effect.

The following days shall be recognized as legal holidays hereunder:

All holidays for which the District is closed for twelve month employees.

If such holiday falls on a day scheduled for vacation by the Superintendent, he shall be entitled to an additional day off with pay in place of the holiday.

All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination (except for termination for cause) 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.

#### X. ALLOWABLE ABSENCES

1. The Superintendent is expected to work every scheduled day. Allowable absences from work are intended as emergency income protection, not as additional days off;
2. Should absence from work become necessary, the Superintendent will be compensated at his regular rate of pay for a total number of fifteen absent days in one year. Allowed holidays and vacations are not to be used for this tabulation;
3. Allowable absent days are not to be used for business, financial, profit-making endeavors, regular and/or extended day care or for vacation. The Committee or its designee, upon review of the Superintendent's frequency and pattern of use of allowable absence days upon a determination of possible abuse of this policy as compared to the Superintendent's average use exclusive of long term illness shall meet and review with the Superintendent the intent of this language as income protection due to illness, personal day and bereavement day benefit. The results of that meeting shall be reduced to writing as a record of the agreement reached between the parties. Further, if after this meeting the pattern of abuse of this policy continues, then the Committee may require documentation in advance for allowable day use.

The Superintendent shall be allowed to accumulate unused allowable absence days as follows: the number of allowable absence days from paragraph 2. above multiplied by the number of completed years of employment up to a total of two hundred thirty (230) days plus any number of days remaining from the Superintendent's normal yearly allowance for absence days.

4. For any consecutive three (3) day absence due to illness, the Superintendent shall be required to furnish an official document from his physician verifying absence. It shall be the Superintendent's responsibility to provide periodic written reports from his treating physician regarding projected return to service date in case of extended absences. If the three (3) day absence is not medical in nature then the Superintendent must submit a letter of explanation to the Committee as soon as practicable. After any extended illness, an official document must be provided from the Superintendent's physician indicating that the Superintendent is cleared to return to work without limitation.
5. After the Superintendent has exhausted all allowable absent days as set forth in Paragraph 2 and 3 above, three months of continuous attendance will be required before the Superintendent is eligible to be compensated for any additional absent days as set forth in Paragraph 3. above. Calculation of allowable absent days from one year to the next is not affected by the number of absent days used in previous years.
6. Absence begun in one year and carried over into the following year will be allowed on the basis of the year in which the absence began, and the Superintendent shall be entitled to all allowable absent days in the succeeding year.
7. No compensation will be accrued for unused allowable days.
8. Absence covered by Worker's Compensation will be compensated to their regular rate of pay and the amount of allowable absent days will be reduced on a prorated dollar basis.
9. In unusual instances or emergency situations, additional allowable absent days may be granted at the discretion of the Committee.

## XI. PROFESSIONAL DEVELOPMENT AND PERFORMANCE EVALUATION

The Committee shall meet with the Superintendent at least once each year, either formally or in executive session, if permissible, for the purpose of discussing with the Superintendent his job description and performance, as well as the working relationship between the Committee and the Superintendent. The Superintendent shall submit to the Committee on or before a date determined by the Committee, his goals and objectives for their review and approval, which approval shall be in the sole discretion of the Committee. The Committee may elect to develop an evaluation form or procedure in accordance with which it shall in writing evaluate the performance of the Superintendent each year of the Agreement in compliance with ESE Regulations. The evaluation form or procedure used by the Committee during each year of the Agreement may change or remain the same from year to year at the discretion of the Committee in compliance with

ESE Regulations. The goal of the evaluation process shall be the detection of the strengths and weaknesses of the areas of performance of the Superintendent with a view toward the further development of such strengths and the elimination of any weaknesses, improving the job performance of the Superintendent and the relationship between the Superintendent and the Committee and to determine if the goals and objectives of the Superintendent for the year have been achieved. The evaluation of the Superintendent by the Committee shall be conducted on a yearly basis when determined by the Committee but no later than June 30 of each year of the Agreement or otherwise in compliance with Department of Elementary and Secondary Education Model System of Evaluation, Model Evaluation for Superintendents.

During the Initial Term and during any year of the Extended Term of this Agreement, the Committee shall use the Department of Elementary and Secondary Education Model System of Evaluation, Model Evaluation for Superintendents. The Committee shall determine the time(s) for the commencement of each step of the Evaluation Cycle as described in the Model Evaluation System for Superintendents. Provided, however, the evaluation procedure during each year of this Agreement may change or remain the same from year to year at the discretion of the Committee and in compliance with ESE Regulations as promulgated from time to time.

## XII. PHYSICAL EXAMINATION

The Superintendent shall no more often than every second year during the term or any extension or renewal hereof, if the Committee so requests, provide the Committee with the report of a licensed physician certifying that the Superintendent is in good health as will permit him to competently perform all of the obligations and duties of the Superintendent-Director. The cost of such physical examination shall be borne by the District. Should such report state that the Superintendent is unable to completely perform the duties of the Superintendent-Director hereunder, then applicable provisions of ARTICLE X shall apply to this ARTICLE XII. The Committee at any time based on the extended absence of the Superintendent or his inability to perform his duties as Superintendent, may either place the Superintendent on a leave of absence or may appoint an interim or acting Superintendent, or do both. Upon the exhaustion by the Superintendent of all allowable absence days, or the retirement of the Superintendent, or placement of the Superintendent on Long Term Disability, the Committee may vote to terminate the Employment Agreement with no further payment of compensation to the Superintendent and without further recourse in the parties hereto. Upon access to Long Term Disability by the Superintendent, the Committee shall be relieved from the payment of compensation to the Superintendent. The Committee shall have the option, but not the obligation, to purchase short term disability insurance to cover the salary of the Superintendent-Director. The Superintendent shall have the right to use all sick leave allowance and accrued vacation time.

Upon the death of the Superintendent during the Initial Term or during any year of the Extended Term of this Agreement, this Agreement shall terminate. The District shall pay the estate of the Superintendent all accrued salary, vacation entitlements and other compensation then due to the Superintendent through the date of his death.

### XIII. DISCHARGE

This Agreement shall be subject to the provisions and conditions of Massachusetts General Laws, Chapter 71, Section 37, which permits the Committee to discharge the Superintendent. Furthermore, the Committee shall have the authority to discharge the Superintendent without cause at any time, and upon so doing it agrees the Superintendent shall be paid at the appropriate yearly rate of compensation at the time of discharge hereunder during the remainder of the Initial Term of this Agreement. Provided, however, if the discharge of the Superintendent without cause shall occur within two (2) years of the end of the Initial Term or during any year of the Extension Term, then the Superintendent shall be paid a total of two (2) entire years from the date following the discharge at the then yearly rate of compensation received by the Superintendent. If the Superintendent is discharged in accordance with the provisions of Massachusetts General Laws Chapter 71, Section 37, for just cause, no compensation shall be paid subsequent to such discharge. For the purposes of this Employment Agreement, termination for just cause shall include, but shall not be limited to, conduct which the School Committee considers to be inefficiency, incompetency, incapacity to perform the duties of the office, insubordination in relation to the School Committee, conduct unbecoming a Superintendent or failure to satisfy previously established standards, or other just cause as determined by the School Committee.

### XIV. FRINGE BENEFITS

- A. The Committee shall provide such medical and hospital insurance for the Superintendent as is available to the other employees of the District and will pay the same percentage of the cost of such insurance as that paid on behalf of the other employees of the District.
- B. The Committee shall provide a \$20,000.00 term life and A.D. & D. insurance policy for the Superintendent and will pay 100% of the cost of such insurance.
- C. The Superintendent shall be allowed to purchase additional life and A.D. & D. insurance at his own expense, up to the amount permitted by the group insurance carrier. The Committee shall provide Worker's Compensation coverage.
- D. The Committee shall provide the dental insurance program for the Superintendent which is available to the employees of the District and shall pay the same percentage of the cost of such insurance as that paid on behalf of other employees of the District.
- E. The Committee shall provide the Long Term Disability Income Insurance Program for the Superintendent which is available to the other employees of the District and shall pay 100% of the cost of such insurance coverage. Such Long Term Disability Income

Insurance Program shall provide for a waiting period of 180 days and payments to continue to age 65 of the Superintendent. The Superintendent shall pay the appropriate withholding tax on the premiums paid by the Committee on behalf of such policy.

- F. The Committee shall reimburse the Superintendent for mileage at the per mile rate determined yearly by the Internal Revenue Service, tolls and parking fees and expenses when conducting District School related business, attending a conference or meeting for District School related business or for professional development, or any other activity related to the discharge of the duties of the Superintendent of the District School. The Superintendent shall report all of the expenses for which he is to be reimbursed in accordance with this paragraph from the District to the Committee or its designee with sufficient detail with receipts or other written documentation to reasonably substantiate the expense on a monthly basis.
- G. The Committee shall pay all dues and associated costs of membership in the professional organizations which expense has been approved by the Committee through the yearly budgetary process.
- H. The Superintendent shall be permitted to travel outside of the Commonwealth of Massachusetts for professional development which expense has been approved by the Committee through the yearly budgetary process with advance written notice to the Committee Chair.

#### XV. PERFORMANCE

The Superintendent shall perform faithfully and to the best of his ability all of the covenants, obligations and agreements contained or referred to herein. Any exceptions thereto, or any waiver of any term or condition hereof, must be in writing and shall not constitute a waiver of any such term or condition on a subsequent occasion. Failure to fulfill the obligations set forth herein by the Superintendent shall be a violation of the Code of Ethics of the Massachusetts Association of School Superintendents, Inc. and shall be reported by the Committee to the appropriate state and national association of school administrators and educational associations, or if by either party, to the appropriate state or national association after such failure shall be finally determined to have occurred.

#### XVI. NOTICES

Any notice required or permitted hereunder shall be delivered in hand or shall be sent by certified mail, return receipt requested, or by a form of overnight delivery to the parties hereto at the addresses hereinabove set forth.



**XVII. 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.

**XVIII. PRIOR AGREEMENT**

Upon the effective date of this Agreement, all prior Agreements between the District and the Superintendent shall be null and void and have no further force or effect and no further compensation or benefits shall be due to the Superintendent under the terms of any prior Agreement, or under any other agreement, including but not limited to longevity payments, unless the payment of such compensation or benefit has been approved in writing by the Committee prior to the date of the execution of this Agreement.

**XIX.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the Agreement in duplicate this 19<sup>th</sup> day of July, 2018.

South Middlesex Regional Vocational  
Technical School District School Committee