

**SUPERINTENDENT MINUTEMAN REGIONAL TECHNICAL VOCATIONAL  
SCHOOL DISTRICT**

**CONTRACT OF EMPLOYMENT**

This Contract is made and entered into on this 12th day of June, 2018 by and between the School Committee of the Minuteman Regional Technical Vocational School District, who act hereunder in their representative capacity only and without any personal liability to themselves (hereinafter referred to as the "Committee") and \_\_\_\_\_, of \_\_\_\_\_, County, Massachusetts (hereinafter referred to as "Superintendent").

**WITNESSETH:**

**WHEREAS**, the Committee is authorized pursuant to M.G.L. Chapter 71, section 41 to award a contract to a superintendent of schools; and,

**WHEREAS**, the Committee desires to employ the services of \_\_\_\_\_ as its Superintendent; and,

**WHEREAS**, it is the desire of the Committee to describe and define the job duties and job responsibilities of the Superintendent, fix his salary and provide for fringe benefits, and,

**WHEREAS**, \_\_\_\_\_ represents that he is qualified and capable of performing the duties and responsibilities of said position;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Committee and \_\_\_\_\_ agree as follows:

**SECTION 1: TERM OF EMPLOYMENT/APPOINTMENT**

The Committee hereby employs \_\_\_\_\_, as Superintendent of the Minuteman Regional Vocational School District, and \_\_\_\_\_ hereby accepts employment subject to the terms and conditions set forth herein.

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Contract and the Superintendent's appointment hereunder shall be for a three (3) year period commencing July 1, 2018 through June 30, 2021, unless sooner terminated in accordance with the provisions hereof.

It is expressly understood by the Parties that this Contract contains no rollover language. However, the Committee agrees to provide the Superintendent with notice on or before December 31, 2020 of its intent to renew his appointment and this Contract. Failure to provide such notice will not result in an extension of either his employment or this Contract.

## **SECTION 2: SALARY**

As of July 1, 2018, the Superintendent's annual salary shall be Two Hundred One Thousand Six Hundred Fifty-Seven Dollars and Sixty-Four Cents (\$201,657.64), payable in equal installments during the period of his employment, at intervals consistent with the normal payroll practices applicable to all employees of the Minuteman Regional Vocational School District.

For each subsequent year of this Contract, being July 1, 2019 – June 30, 2020 and July 1, 2020 – June 30, 2021, the Superintendent will be eligible for annual salary increase of up to two and one-third percent (2.33%). The Salary increases for the 2019-2020 and 2020-2021 contract years shall be specifically subject to approval by a majority vote of the School Committee, made in accordance with the Regional Agreement in effect at the time the vote is taken. Such vote shall take place by June 1, 2019 and June 1, 2020, respectively, and shall be based upon satisfactory performance by the Superintendent during the preceding year.

In no event, will the Superintendent's annual salary be reduced during the term of this Contract.

## **SECTION 3: DUTIES**

( ) shall serve as the Superintendent of the Minuteman Regional Vocational School District, and he shall perform in good faith and in a full time capacity, the duties and obligations of the Superintendent as provided under Massachusetts law, and other duties from time to time assigned to him by majority vote of a quorum of the Committee, and he shall use his best efforts to achieve the performance goals and objectives collaboratively established with the Committee, and he shall comply with all applicable laws and regulations.

The Superintendent shall serve as the Executive Officer of the Committee. The Superintendent shall report any financial irregularities to the Committee, including but not limited to any potential deficits.

Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, and to ensure responsiveness to the public and fairness to the Superintendent.

The Superintendent agrees that if he has criticisms, complaints, or suggestions regarding the role of the Committee or the Committee's adherence to the terms of this contract, the Superintendent shall refer such criticisms, complaints, or suggestions to the Committee Chair in order to afford the Committee an opportunity to review and address the criticisms, complaints, or suggestions.

## **SECTION 4: APPROVAL BY COMMITTEE CHAIR**

Whenever this document refers to "Approval by Committee Chair" the approval may also be granted by a Subcommittee appointed by the Committee Chair for the purpose of granting such approvals.

## **SECTION 5: WORK YEAR AND AUTHORIZED LEAVES**

### **A. WORK YEAR**

The Superintendent shall be employed on a full-time basis during a twelve-month work year. The Superintendent recognized that the nature of his employment and the level of responsibility is such that his obligations hereunder are not determined by a prescribed number of hours and that he may be required to work at times other than normal work days, including weekends, when necessary to effectively perform his job duties and responsibilities.

In cases of sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such leave in excess of four contiguous days.

### **B. HOLIDAYS**

The Superintendent shall be entitled to all legal holidays as observed by administrators in the Minuteman School District.

### **C. VACATION CLAUSE**

The Superintendent shall be allowed twenty-five (25) vacation days per fiscal year. The Superintendent may carry forward up to five (5) vacation days annually, however, unless approved by the Committee, the cumulative number of vacation days carried forward shall never exceed five (5) days. Vacation time exceeding five (5) consecutive days requires prior approval from the Committee Chair.

### **D. SICK LEAVE**

The Superintendent shall be allowed up to fifteen (15) annual paid sick days per fiscal year.

The Superintendent may carry over any unused sick days from one fiscal year to the next for his use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committee, and in the event of extended sick leave, the Superintendent, at the request of the Committee, shall provide a physician's certification of illness. Unused sick leave shall not be reimbursed upon expiration or termination of this Contract. The Superintendent may take sick leave due to the medical needs of the

Superintendent's family/household members, as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days upon request.

Upon use of more than fifteen days sick leave in any fiscal year the Superintendent, at the request of the Committee, shall provide a physician's certification of illness.

The Superintendent may take bereavement leave. Bereavement leave in excess of five days will require approval of the Committee Chair.

**E. PERSONAL LEAVE**

The Superintendent shall be allowed up to two (2) annual personal days per fiscal year. Any time not used cannot be carried over to the next fiscal year and shall have no cash redemption value if unused.

**F. ABILITY TO CONSULT**

The Superintendent agrees to continue to devote his full time and efforts to the position of Superintendent for the District. The Superintendent may undertake outside professional activities for remuneration including consulting, speaking, teaching and writing provided that all such outside professional activities do not interfere with the Superintendent's ability to perform required duties under this Contract. The Superintendent shall undertake outside professional activities only on non-work days such as vacation days, holidays, weeknights when no District business requires his service, or weekends.

**SECTION 6: INSURANCE BENEFITS**

The Superintendent shall be entitled to all insurance (life, medical, dental, hospital) benefits currently available to other professional personnel in the Minuteman Regional Vocational School District, subject to the terms and conditions of said coverage.

**SECTION 7: EXPENSES RELATED TO EMPLOYMENT**

**A. Cell Phone Expense**

The Committee agrees to pay the Superintendent \$100.00 per month for cell phone expense.

**B. In-Region Expenses**

For purposes of this provision, the term "In-Region" shall mean the geographic area falling within a 30 mile radius of Minuteman High School and is limited to area within the Commonwealth of Massachusetts. It shall include all of the District's member towns, as well as those Massachusetts cities and town listed at Appendix D.

The Committee shall reimburse the Superintendent for In-Region expenses which are reasonably incurred in the performance of his duties under this Contract in accordance with the laws of Massachusetts and the policies and bylaws of the Committee and within the budget of the Superintendent's office. Any expense over \$150 requires the prior approval of the Committee Chair. In-Region Expense reimbursements under this Section shall not include reimbursement for Mileage and Housing expenses.

**C. Out-of-Region in State/Out of State Travel**

The Superintendent shall be reimbursed at the IRS mileage rate for Out of Region/in-State travel required by his position.

When out-of-State travel and associated expenses have been pre-approved in writing by the Committee Chair, the Committee shall reimburse the Superintendent for reasonably incurred expenses, including but not limited to mileage calculated at the IRS mileage rate. The Superintendent shall comply with all District policies and procedures applicable to District employees seeking permission for out-of-State travel and reimbursement of expenses related thereto.

**D. Professional Service, Conferences, Dues and Expenses**

Conference attendance needs to be approved by the Committee Chair. When approved the Committee shall reimburse the Superintendent for attendance, including travel, food, lodging and registration expenses of professional conferences in any school year upon submission of written voucher for the same.

The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations:

- Massachusetts Association of Vocational Administrators
- Massachusetts Association of School Superintendents
- Association for Supervision and Curriculum Development
- American Society for Training and Development
- Association of Career and Technical Education
- National Association for Workforce Improvement
- Northeastern Educational Research Association

- National Association of School Superintendents

The Committee acknowledges the value to the District of the Superintendent's participation in the Massachusetts Association of Vocational Administrators (MAVA) and similar organizations and agrees that the Superintendent may engage in service to support these organizations so long as such service also supports the work of the District and does not interfere in any way or otherwise derogate from his performance of his duties and job responsibilities as Superintendent of Schools.

#### **E. Superintendent Professional Development**

The Committee and the Superintendent recognize that fulfillment of Committee policies and the complexity of the position of Superintendent requires regular and continuous professional development. All Superintendent Professional development expenses must be approved by the Committee Chair.

### **SECTION 8: EVALUATION**

The Committee shall evaluate the performance of the Superintendent annually using the Massachusetts Model System for Evaluation, including but not limited to: The DESE Model Rubric for Superintendents (attached hereto as Exhibit A) and the Implementation Guide for Superintendent Evaluation (attached hereto as Exhibit B).

### **SECTION 9: TECHNOLOGY RESOURCES**

The District shall provide the Superintendent with a desktop and/or laptop computer, tablet (or comparable), and related equipment, Internet service, and equipment maintenance through the term of this Contract at District expense.

The equipment provided under this Section shall be considered property of the District and is provided to the Superintendent for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Contract or upon its expiration, the all District-issued equipment, accessories and software shall be returned to the Committee.

### **SECTION 10: USE AND OCCUPANCY OF DISTRICT PROPERTY**

As a condition of his employment, the Superintendent shall be entitled to use and occupy the building known as \_\_\_\_\_ located \_\_\_\_\_ Such use and occupancy shall be according to the terms set forth in that Use and Occupancy Agreement attached hereto as Exhibit C, which shall be executed by the parties hereto contemporaneously with the execution of this Contract and which shall have independent legal significance.

## **SECTION 11: CERTIFICATE**

The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate from the Commonwealth of Massachusetts qualifying him to serve as a Superintendent of Schools in Massachusetts, as required by Mass. G.L. c. 71, Section 38G. The Superintendent agrees to advise the Committee immediately in the event his certificate is revoked, suspended or otherwise affected in any way. Any material misrepresentation on the Superintendent's application for employment or his resume shall constitute good cause for the termination of his employment pursuant to this Contract.

## **SECTION 12: STATE ETHICS LAWS**

The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities.

## **SECTION 13: CORI CHECK/FINGERPRINTING**

The Superintendent shall remain subject to a so-called CORI check with the Massachusetts Criminal History Systems Board consistent with District policy and applicable state law, and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, §38R. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint criminal background check, which in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this contract shall become null and void with no further obligations or recourse to the Parties.

## **SECTION 14: WARRANTY OF CREDENTIALS**

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Contract and the Superintendent's employment.

## **SECTION 15: TERMINATION OF CONTRACT BY SUPERINTENDENT/RESIGNATION**

In the event that the Superintendent desires to terminate this Contract before the term of service shall have expired, he may do so if he gives at least twelve (12) months written notice to the Committee of his intention to do so unless the Committee fixes a lesser period of time at which the resignation or release is to take effect. There shall be no penalty for release or resignation by the Superintendent from this contract provided the proper notice has been given.

## **SECTION 16: DISCIPLINE AND TERMINATION BY THE COMMITTEE**

Where good cause exists, the Committee may discipline, suspend or discharge the Superintendent upon a majority vote of the full School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Contract, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination. The Committee may discipline, suspend or discharge the Superintendent provided that, the Committee shall provide the Superintendent with a notice of intent for such action with an explanation of the grounds for the proposed discipline, suspension or dismissal, and if he so requests, he shall be given a reasonable opportunity within thirty (30) days after receiving such notice to review the decision with the Committee at which hearing he may be represented by an attorney, at his own expense, or other representative to present evidence and to call witnesses pertaining to the basis for the decision and to his status as an employee.

Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate him. In the event of a termination for good cause, the Superintendent will be paid compensation and benefits through the effective date of the good cause termination and will not be entitled to further compensation or benefits under this Contract.

## **SECTION 17: ARBITRATION**

Any controversy or claim alleging breach of a material term or condition of this Contract including any claim by the Superintendent that the Committee disciplined, suspended or discharged the Superintendent without good cause shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Excluded from this mandatory arbitration provision are claims other than claims alleging breach of a material term or condition of this Contract and also excluded are claims based on state or federal anti-discrimination laws, statutes or regulations. An award by the arbitrator(s) appointed pursuant to such rules shall be binding upon the parties and may be entered with any court, tribunal or commission having jurisdiction thereof for enforcement in accordance with Massachusetts law. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The arbitrator(s) may award any and all appropriate relief including but not limited to compensatory damages due under the contract but in no case shall such order or award require the reinstatement of the Superintendent.

## **SECTION 18: INDEMNIFICATION**

The Committee shall indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of M.G.L. c. 258. Notwithstanding any other language or provisions in this Contract or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal



counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Contract.

#### **SECTION 19: ENTIRE AGREEMENT**

The Contract embodies the entire Contract between the Committee and the Superintendent, and there are no inducement, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the School Committee, and the Superintendent. Any part of this Contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Contract shall be in writing, signed by the Parties, and attached to this Contract. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

#### **SECTION 20: INVALIDITY**

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

**IN WITNESS WHERE OF**, the parties have hereunto signed and sealed this Contract and a duplicate thereof this 12th day of June, 2018.

## **EXHIBITS**

- A. DESE Model Rubric for Superintendents**
- B. Implementation Guide for Superintendent Evaluation**
- C. Use and Occupancy Agreement for**
- D. List of Towns within 30 Mile Radius**