

EMPLOYMENT AGREEMENT

This Agreement is made between the Montachusett Regional Vocational Technical School Committee hereinafter referred to as the "Committee" and XXXX, hereinafter referred to as "the Superintendent-Director."

In consideration of the promises and covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment: The Committee hereby employs XXXX as Superintendent-Director and she accepts the appointment under the terms and conditions set forth herein.

2. Term: The term of this Agreement shall be for the period July 1, 2017 through June 30, 2020. The parties agree to begin to negotiate a successor agreement no later than February 1, 2019. If no agreement is reached by June 30, 2019 and if no notice of non-renewal is given to the Superintendent-Director by registered mail at her address of record by June 30, 2019, the current contractual terms shall continue for one (1) additional year covering the period from July 1, 2020 through June 30, 2021. In this case, Article 3, salary shall be reopened for the purpose of negotiation.

3. Salary: Effective July 1, 2017 the Committee will pay the Superintendent-Director a base annual rate of One Hundred and Eighty-Five Thousand Eight Hundred and Thirty-One Dollars (\$185,831) annually. Effective July 1, 2018 and July 1, 2019 the Superintendent-Director's base salary shall be increased by 2% per year subject to the condition that she receives an overall rating of proficient or greater on her job performance evaluation prepared by the full School Committee. In no event will the salary for a fiscal year be less than that paid during the prior fiscal year. The base salary during each fiscal year shall be paid biweekly in equal installments.

4. Duties:

(A) The Superintendent-Director shall perform faithfully, to the best of her ability and in accordance with the standards and policies of the Committee, the duties of the Superintendent-Director. She will serve as Executive Officer of the Committee in accordance with the budgets and contracts approved by the Committee and shall attend all Committee meetings.

(B) Any complaints made to the Committee concerning employees of the School shall be referred to the Superintendent-Director.

(C) The Committee will annually evaluate the performance of the Superintendent-Director in writing each school year but no later than June 30. The Committee and Superintendent-Director will jointly establish the criteria, procedures and timelines for evaluation based on standards of the DESE.

5. Professional Activities: The Superintendent-Director may accept the customary and usual speaking, writing, lecturing or other engagements of a professional nature, provided such activities do not interfere with her duties as set forth in this Agreement. Any compensation or royalty fees generated from such speaking, writing or lecturing shall be the sole property of the Superintendent-Director.

6. Expenses:

(A) The Committee shall reimburse the Superintendent-Director for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of written voucher for the same. The Superintendent-Director shall utilize established district reimbursement procedures to account for such expenses.

(B) The Committee shall pay the Superintendent-Director an allowance of Five hundred (\$500) per month for each of the twelve months for all expenses related to the use of her personal vehicle for district related travel.

(C) The Superintendent-Director shall be reimbursed One Hundred (\$100) per month for use of a personal cellular phone, upon submission of written voucher for the same.

7. Benefits:

(A) Retirement and Disability: The Superintendent-Director shall be a member of the Massachusetts Teachers' Retirement System.

(B) Insurance: The Superintendent-Director shall be entitled to all insurance benefits including but not limited to life insurance and health insurance provided to other professional employees of the Montachusett Regional Vocational Technical School. The Committee and the Superintendent-Director shall pay their respective portion toward the premium of the plan selected by the Superintendent-Director.

(C) Sick Leave: The Superintendent-Director shall be entitled to eighteen (18) days of sick leave in each year of the contract without loss of pay. If such sick leave allowance is not used in any particular year, it shall continue to accumulate through term of employment. The date from which the sick leave shall be computed shall be the starting date of employment for this position.

(D) Personal Leave: In each school year, the Superintendent-Director shall be entitled to three (3) days personal leave for imperative personal business or legal obligations which cannot be conducted outside of school hours. Imperative personal business shall include the care of an immediate family member or an individual living within the household. Immediate family members shall include mother, father, wife, husband, son, daughter, step-son, step-daughter, or other individual living in the household. No request for personal leave will be submitted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two weeks or the last two weeks of the school year unless in an emergency. Personal leave days are not cumulative.

(E) Annual Vacation: The Superintendent-Director shall receive twenty six (26) working days as annual paid vacation, exclusive of legal holidays. Vacation days may be accumulated up to a maximum of thirty (30) days. No more than thirty (30) days may be taken in any contract year. Upon termination of this Agreement, the Superintendent-Director shall be paid for any unused vacation days.

(F) Bereavement: The Superintendent-Director will be allowed up to five (5) consecutive work days (but not to extend beyond seven (7) calendar days from the date of death) of leave during the school year in any case of death in the immediate family. Immediate family shall mean wife, husband, child, sibling, parent, parent-in-law, grandparent or any individual living within the household.

(G) Holidays: The Superintendent-Director shall be entitled with pay to all recognized district holidays. The current district approved holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Patriots Day	Veteran's Day
Memorial Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Independence Day	Christmas
One Religious Holiday	

(H) Professional Memberships: The Committee shall pay the usual and customary professional membership dues for the Superintendent to the Massachusetts Association of School Superintendents, the American Association of School Administrators, the National Association of Secondary School Principals, the Association of Career and Technical Education, the Association of Supervision and Curriculum Development, and the Massachusetts Association of Vocational Administrators to the extent permitted by applicable law and subject to appropriation.

(I) The Superintendent-Director will be covered by the indemnification provisions of Chapter 258 of the Massachusetts General Laws.

8. Termination:

(A) The parties may terminate this Agreement at any time by mutual agreement.

(B) Notwithstanding any provision to the contrary, this Agreement and the employment of the Superintendent-Director may be terminated for good cause as defined by relevant Massachusetts case law, provided that the School Committee shall (a) inform the Superintendent-Director of the reason(s) for the proposed discharge; and (b) allow the Superintendent-Director and/or her counsel to attend a School Committee meeting for the purpose of responding to the reasons for the proposed discharge. The School Committee meeting shall be public or private at the option of the School Committee, unless the Superintendent-Director exercises her rights under MGL c. 30A, § 21(a) (1). The Superintendent-Director shall be entitled to be represented by counsel at the meeting. Upon at least a two-thirds (2/3) vote of the School Committee to terminate this Agreement for good cause, any and all financial and other obligations by either party shall cease.

(C) Upon a vote of two-thirds (2/3) of the full School Committee, this agreement may be terminated without cause by giving the Superintendent-Director notice of its intention to do so and thereafter continuing to pay the Superintendent-Director her current salary for a period of one year after the signing of a general release.

9. Reopening of Agreement: This Agreement may be reopened for a discussion of its terms and conditions upon mutual written agreement by the Committee and the Superintendent-Director.

10. Miscellaneous:

(A) Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the employment of the Superintendent-Director by the Committee, all prior correspondence, memorandum, agreements and undertakings being merged herein and without effect hereon.

(B) Severability: If any paragraph or part of this Agreement is invalid or illegal, it should not affect the remainder of said Agreement, but the remainder shall be binding and effective upon all parties.

(C) This Agreement may be modified only by a written instrument signed by both parties hereto.

(D) All notices given hereunder shall be in writing and shall be deemed given when personally delivered or when deposited in the mail and sent by Certified Mail, Return Receipt Requested, to the parties at their respective addresses first above set forth, or at such other address as either party may designate to the other by like notice.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year written below.

SUPERINTENDENT-DIRECTOR

MONTACHUSETT REGIONAL
VOCATIONAL TECHNICAL SCHOOL
COMMITTEE CHAIRPERSON

DATE

DATE