

**OLD COLONY REGIONAL  
VOCATIONAL TECHNICAL HIGH SCHOOL DISTRICT**

**SUPERINTENDENT-DIRECTOR  
CONTRACT OF EMPLOYMENT**

This contract is made as of July 1, 2019 by and between the Old Colony Regional Vocational Technical High School District Committee, hereinafter referred to as the "Committee" and Aaron L. Polansky, hereinafter referred to as "Superintendent-Director."

**1. EMPLOYMENT**

The Old Colony Regional Vocational Technical High School District hereby employs Aaron L. Polansky as Superintendent-Director of the Old Colony Regional Vocational Technical High School District, and Aaron L. Polansky hereby accepts employment subject to the following terms and conditions.

**2. TERM**

The Superintendent-Director shall be employed from July 1, 2019 through June 30, 2022. For purposes of this Agreement, the anniversary date of employment shall be considered to be July 1 of each year.

The Committee will, prior to June 30, 2021, notify the Superintendent-Director whether or not it intends to enter into negotiations for a successor or extended contract with the Superintendent-Director. Such notice shall be sent by registered mail, return receipt requested, to the residence of the Superintendent-Director. Should the Committee fail to provide such notification to the Superintendent-Director by June 30, 2021, this contract shall be extended for a one-year period, from July 1, 2022 to June 30, 2023. Otherwise, in no event shall the non-renewal of the Superintendent-Director's Contract be considered a termination of same.

**3. COMPENSATION**

Effective on the date that the contract starts, the Superintendent-Director's annual salary shall be \$152,000.00. As of July 1 of each subsequent year, the Superintendent-Director's annual salary may be increased subject to negotiation with the School Committee not to exceed 3% annually.

At no time during the life of this agreement or any extension or roll-over hereof shall the Superintendent-Director's salary or benefits be reduced.

#### **4. VACATION**

The Superintendent-Director shall be allowed twenty-five (25) days' paid vacation per year. Under unusual circumstances, unused vacation days may be carried over one year with Committee approval.

#### **5. HOLIDAYS**

The Superintendent-Director shall be entitled to all paid holidays as observed by the Old Colony Regional Vocational Technical High School District Central Office.

#### **6. PAID LEAVES OF ABSENCE**

The Superintendent-Director shall be allowed fifteen (15) annual paid sick days, which may accumulate to a maximum of two hundred (200) days. Extended paid sick leave may be granted at the discretion of the Committee; and the Superintendent-Director, at the request of the Committee, shall provide a physician's certification of illness to support such extended sick leave. Unused sick leave shall not be reimbursed upon involuntary termination or non-renewal of his employment. The Superintendent-Director may take paid sick leave for 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 Committee, shall provide a physician's certification of illness.

In the event the Superintendent's sick days are not exhausted as of the date of resignation or retirement or death, a sum of money shall be paid to him, or his estate as the case may be, equal to the number of accumulated sick days at a rate of \$60/day of his per diem rate.

The Superintendent-Director may take paid bereavement leave as needed.

In cases of vacation, sick leave, family illness leave, and bereavement leave, the Superintendent-Director shall provide the Committee Chair with reasonable advance notice, whenever possible, of such vacation or leave.

#### **7. PERSONAL DAYS**

The Superintendent-Director shall be entitled to up to three (3) three days of paid leave per contract year to conduct personal business. The Chair of the committee shall be provided reasonable advanced notice of such personal days.

#### **8. TERMINATION: Termination by Superintendent-Director**

In the event that the Superintendent-Director desires to terminate this contract before the term of service shall have expired, he may do so, if he provides written notice of his intention to do so at least one year before the effective date of such termination. Such

notice shall be sent by registered mail, return receipt requested, to the residence of the Chairperson of the Committee.

#### **9. TERMINATION: Termination for Good Cause**

Where good cause exists, the Committee may discharge the Superintendent-Director by a two thirds majority vote of the full 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 Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent, or insubordination. The Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal in sufficient detail to provide him a meaningful opportunity to respond and copies of all relevant documents on which the Committee intends to rely for such action, and if he so requests, he shall be given a reasonable opportunity within fifteen 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 bases for the decision and to his status as an employee. The Committee's decision shall not take effect until such procedures have been followed.

The Superintendent-Director may appeal the issue as to whether he was dismissed for good cause under this contract by filing a petition with the American Arbitration Association. The Arbitrator shall not order reinstatement but may award back pay and benefits. The arbitrator shall not award attorney's fees or interest to either party.

#### **10. CERTIFICATE**

The Superintendent-Director shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying him to act as the Superintendent-Director for the Old Colony Regional Vocational Technical High School District as required by M.G.L.c.71, §38G. Any material misrepresentation on the Superintendent-Director's application for employment or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement.

#### **11. DUTIES**

Aaron L. Polansky shall serve as the Superintendent-Director of the Old Colony Regional Vocational Technical High School District, and he shall perform in good faith and in full time, the duties and obligations of the Superintendent-Director as provided in the job description, and other duties customarily performed by a Superintendent from time to time lawfully assigned to him by the Committee, and he shall use his best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and he shall comply with all applicable laws and regulations.

The Superintendent-Director shall serve as the Executive Officer of the Committee as provided in Mass G.L. Chapter 71, §59. The Superintendent-Director shall report any

financial irregularities to the Committee, including but not limited to any potential deficits.

#### **12. REIMBURSEMENT FOR EXPENSES**

The Committee shall reimburse the Superintendent-Director for all expenses reasonably incurred in the performance of his duties under this contract in accordance with the laws of Massachusetts, and the policies and by-laws of the Committee. The Committee encourages the Superintendent-Director to participate in the professional development; however, the Committee must approve all out of state reimbursement in advance.

#### **13. STATE RETIREMENT ASSOCIATION**

The Superintendent-Director shall be a member of the Teachers' Retirement System as required by M.G.L. c32, sec.1.

#### **14. FRINGE BENEFITS**

The Superintendent-Director shall be entitled to all insurance benefits currently available to other professional personnel in the Old Colony Regional Vocational Technical High School District; subject to the terms and conditions of said coverage. The District shall be responsible for 70% of the premium costs and the Superintendent-Director shall be responsible for 30%.

#### **15. ABILITY TO CONSULT**

The Superintendent-Director may consult, using vacation time, provided that said consulting does not interfere with his performance of duties as Superintendent-Director and is consistent with Chapter 268A.

#### **16. EVALUATION**

The Committee shall annually evaluate the performance of the Superintendent-Director in writing, in accordance with an evaluation instrument issued by the MA Department of Elementary and Secondary Education for superintendent evaluations, as most recently revised.

#### **17. INDEMNIFICATION**

The Committee shall indemnify the Superintendent-Director when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Mass G.L. Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Superintendent-Director 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-Director. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent-Director pursuant to terms of this Agreement.

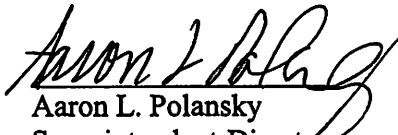
**18. ENTIRE AGREEMENT**

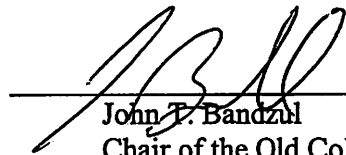
The Contract embodies the entire agreement between the Committee, and the Superintendent-Director, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing,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

**19. 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 WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 14<sup>th</sup> day of NOV 2018.

  
Aaron L. Polansky  
Superintendent-Director

  
John T. Bandzai  
Chair of the Old Colony  
RVT School Committee