



Shawsheen Valley Technical High School

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MELANIE L. HAGMAN

Interim Superintendent-Director

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CONTRACT OF EMPLOYMENT

This contract made this ____ day of May, 2020, by and between the Shawsheen Valley Regional Vocational Technical School Committee, hereinafter referred to as the "Committee", and Dr. Bradford L. Jackson, hereinafter referred to as the "Superintendent"

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. EMPLOYMENT

The Committee hereby agrees to employ Dr. Bradford L. Jackson as Superintendent of the Shawsheen Valley Regional Vocational Technical High School, for a period to commence on July 1, 2020 and to end June 30, 2022. The Superintendent shall notify the Committee in writing on or before December 1, 2021 as to whether the Superintendent wishes to commence negotiations for a successor agreement.

II. RESPONSIBILITIES/DUTIES

Administration of Schools

The administration of school policy and establishment of a budget are accomplished by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59 and related provisions. The parties hereto agree that:

(A) The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District consistent with State Law and contract obligations. Consistent with state law or regulations these duties may be delegated to other Administrators and Principals.

(B) The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by his staff under his direction.

(C) The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the District. The Superintendent shall be consulted and have the right to speak on all issues before the Committee and have a seat at the Committee table. It is the expectation of the Committee that the Superintendent will, as a general rule, attend all business meetings of the Committee as well as those of its subcommittees.

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

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

III. REGULAR COMPENSATION

The Committee shall provide the following salary as part of the Superintendent's compensation:

1. Salary

For the 2020-2021 contract year the Committee shall pay the Superintendent an annual salary at the rate of Two Hundred Twenty Thousand (\$220,000) Dollars. The salary will be increased 2.75% effective July 1, 2021 upon completion of a satisfactory evaluation performed pursuant to paragraph V of this agreement. The Superintendent's annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

The salary for the subsequent contract year shall be set by the Committee each year following the Committee's review of the Superintendent's performance as outlined in Article V.

At no time during the life of this Agreement or any extension hereof shall the Superintendent's salary be reduced.

All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

2. Annual Vacation

The Superintendent shall receive 25 working days as annual vacation, exclusive of legal holidays. The Superintendent shall give reasonable notice of vacation days in advance to the Chair of the Committee. The Superintendent may carry a maximum of ten (10) vacation days into year two of the contract but must use all vacation in the second year of the contract or lose it without buy back.

The Superintendent shall be entitled to sick leave in an amount equal to, but not in excess of fifteen (15) days of sick leave per year. Sick leave may be cumulated.

3. Jury Duty

The Superintendent shall be entitled to benefits for jury leave pursuant to General Law Chapter 234A, Section 48.

4. Holidays

The Superintendent shall be entitled to all holidays recognized by the Committee and made available to other full year District employees.

5. Reimbursement for Expenses

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties. Such expenditure shall include attendance at appropriate local, state and national meetings and conferences that he attends, and reasonably necessary food, lodging and transportation expenses in connection therewith, on behalf of the District. All out of state travel shall first be approved by the Committee.

6. Professional Affiliations

The Committee shall annually provide funds for membership in the following professional organizations:

- American Association of School Administrators
- Massachusetts Association of School Superintendents
- Association for Supervision and Curriculum Development

The Superintendent may request other professional affiliations which will be approved at the discretion of the School Committee.

7. Fringe Benefits

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

8. Business Equipment and Technology

Superintendent shall return the technology and equipment to the district at the end of his employment in the district. The technology and equipment may include but not be limited to an office computer, office printer, office facsimile/scanner machine, smartphone, tablet, laptop computer.

IV. LICENSURE

The Superintendent shall furnish and maintain, throughout the term of this contract, valid and appropriate licensure qualifying him to act as Superintendent of Schools in the Commonwealth of Massachusetts as required by M.G.L. c. 71 §38G and all other laws and regulations of the Commonwealth.

V. EVALUATION

The Committee shall evaluate the Superintendent's performance in accordance with the applicable standards and procedures set forth in applicable law (603 CMR 35.00) and the model system for Superintendent Evaluation developed by the Massachusetts Department of Elementary and Secondary Education.

VI. DISMISSAL OR SUSPENSION

The Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the laws and regulations of the Commonwealth. The Committee may terminate or suspend the Superintendent for good cause. If the Superintendent is so terminated, the Committee shall have no financial obligation to the Superintendent subsequent to the date of termination. It is agreed that good cause includes, without limitation, inefficiency,

incompetence, incapacity, conduct unbecoming a Superintendent, insubordination, the failure of the Superintendent to achieve agreed upon goals and objectives, unsatisfactory performance, and any other ground put forward in good faith which is not arbitrary, unreasonable or irrelevant to the maintenance of an effective District.

Suspension or termination under this paragraph may not be implemented unless the Superintendent has been given fifteen (15) days notice of intent to vote to dismiss or suspend, whichever the case may be, and, if requested, a written statement of the reason or reasons for which termination or suspension is proposed and, if requested, a hearing before the Committee at which he may be represented by counsel and call witnesses on his behalf.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, will not be considered a dismissal.

The Superintendent may file a demand for arbitration in connection with any action taken by the Committee pursuant to this Article in accordance with the labor arbitration rules of the American Arbitration Association.

Each party shall bear the expense of its representatives, participants, witnesses and preparation of representation of its own case. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

The arbitrator shall have no power to add to, subtract from or modify, any of the terms of this agreement and in reaching his decision shall interpret this agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights of authority of the Committee other than those expressly set forth herein. The arbitrator shall have no authority to reinstate the Superintendent. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

VII. PERSONAL LEAVE

The Superintendent shall be entitled to three (3) personal days. These days may be utilized for imperative personal business and/or legal obligations that could not be effectively conducted outside of the work day. Personal days shall not be cumulative. The Chair of the Committee shall be notified of use of all personal days in advance, or as soon as possible if it is due to an emergency situation.

VIII. BEREAVEMENT LEAVE

Bereavement leave of three (3) days shall be granted upon the death of anyone in the immediate family, domestic partner, mother in law, father in law, grandparents, step father and step mother, and any relative living in the household.

IX. TERMINATION BY THE SUPERINTENDENT

The Superintendent shall be entitled to terminate this contract prior to its expiration date upon written advance notice to the Committee of One Hundred Twenty (120) days notice. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee.

X. INDEMNIFICATION

The Committee shall indemnify the Superintendent for any financial loss to the extent permitted by MGL c. 258. The indemnification shall include legal fees and expenses, provided the Committee shall have the right to select counsel to defend the Superintendent in any claim which may give rise to a claim for indemnification under this paragraph.

XI. ARBITRATION

Any disputes as to the meaning, application or interpretation of a provision of this Agreement will be resolved through binding arbitration pursuant to the American Arbitration Association's (AAA) Employment Dispute Resolution Rules. The party demanding such arbitration must file for it within thirty days of the act or omission alleged as the contract violation. In any challenge to a discharge of the Superintendent, the arbitrator's remedial authority shall be limited to an award for compensation due the Superintendent for the balance of the contract term after the discharge and shall not include authority to reinstate the Superintendent.

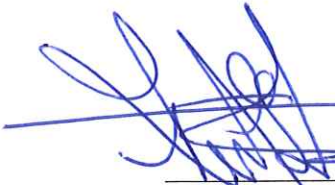
XII. INVALIDITY

If any paragraph, or part, of this agreement is invalid it shall not affect the remainder of this agreement and remainder shall be binding and effective against each of the parties to this agreement.

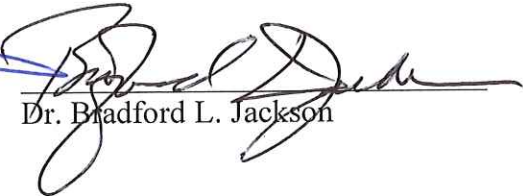
XIII. ENTIRE AGREEMENT

This contract 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. The contract may not be changed except by all parties in writing.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.



Shawsheen Valley Regional Vocational
Technical School Committee, by
Robert G. Peterson, Esq.
Vice Chairman



Dr. Bradford L. Jackson

Dated: 05-12-2020