

TRI-COUNTY REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

SUPERINTENDENT-DIRECTOR

CONTRACT OF EMPLOYMENT

This contract made this 29th day of April, 2021, by and among the Tri-County Regional Vocational Technical School Committee (hereinafter referred to as the "Committee"), and [REDACTED] (hereinafter referred to as the "Superintendent").

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 expectations, goals, 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 school; and,

WHEREAS, the Superintendent is licensed as such in the Commonwealth of Massachusetts and said licensure must be maintained at all times during the term of this Contract,

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

1. EMPLOYMENT

The Committee hereby employs [REDACTED] as Superintendent of the Tri-County Regional Vocational Technical School District, and the Superintendent hereby accepts employment as Superintendent of the Tri-County Regional Vocational Technical School District, subject to the terms and conditions hereinafter provided.

2. TERM

- A. This agreement shall commence June 28, 2021 and shall terminate June 30, 2024. This agreement specifically excludes any rollover provision.
- B. The Superintendent shall notify the Committee, in writing, on or before June 1, 2023, as to whether the Superintendent wishes to commence negotiations for a successor agreement.

- C. The Committee, on or before June 30, 2023, shall notify the Superintendent in writing, as to whether they wish to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that they do not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2024, and as of such date the Superintendent's employment shall terminate.
- D. In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2024.
- E. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2024 (and the Superintendent's employment shall terminate at such time), unless otherwise agreed upon in writing by the parties herein.

3. LICENSURE

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate license qualifying to act as Superintendent in the Commonwealth, as required by M.G.L., c.71, para.38G.

4. RESPONSIBILITIES AND DUTIES

The administration of school policy set 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. 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. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis shall be part of the minutes of the meeting.
- B. The administration of policy, the operation and management of the school, 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 the staff under the Superintendent's direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.

- C. The Superintendent and/or 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 School Committee and have a seat at the Committee's table.
- D. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.

5. STANDARDS BASED EVALUATION

STATE STANDARDS, GOALS & ANNUAL PLAN

The Superintendent shall be evaluated annually by the Committee, based on Standards and Rubrics adopted by the Board of Education and Department of Elementary and Secondary Education pursuant to 603 CMR 35.00 (as amended), and on a schedule agreed upon by the parties. All evaluations shall be accomplished consistent with the provisions of M.G.L. c. 30A relative to the Open Meeting Law.

- 1) Individual Concerns Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss.
- 2) Prompt Notice of Complaints or Concerns Any 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 and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluations as the Superintendent may not be aware of the same or may not have sufficient time to take remedial action.

RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT

The Superintendent shall meet with the Committee at least twice a year, either

informally or in executive session, for the purpose of discussing the Superintendent's job description and performance as well as the working relationship between the Committee and the Superintendent.

6. REGULAR COMPENSATION

The Superintendent's regular compensation shall include, in consideration for services provided:

SALARY

- A. The Committee shall provide the following salary as part of the Superintendent's compensation.
- 1) The Committee shall pay the Superintendent an annual salary of One Hundred Ninety-Two Thousand Five Hundred Thirty-Three dollars (\$192,533) for the 2021-2022 school year, which includes (3) per diem days worked in 2020-2021. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.
 - 2) The annual salary rate may increase by two percent (2.00%) for each year that the contract remains in place, contingent upon the satisfactory review of the Superintendent's annual performance as outlined in Section 4 above. The salary schedule below presents the proposed salary increases and annual salary amounts under this contract, contingent upon the annual performance review:

FISCAL YEAR	ANNUAL SALARY
FY 2022	\$192,533
FY 2023	\$193,800
FY 2024	\$197,676
 - 3) At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
 - 4) The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice, unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the Superintendent or the Superintendent's estate in the pay period next following same or upon appointment of a fiduciary for the estate.
 - 5) For the purposes of this Contract of Employment, the Superintendent's per diem rate shall be calculated by dividing the Gross Annual Salary as it is considered on the annual IRS W-2 by two hundred and twenty-five (225) days.

B. INSURANCE, FRINGE BENEFITS, COMPENSATION FOR SERVICES

- 1) Health / Life Insurance and Annuity The Superintendent shall be entitled to the following benefits:
 - a. Health Insurance coverage as provided to other employees of the Tri-County Regional Vocational Technical School District.
 - b. The Committee agrees to pay the premium of a \$50,000 term life insurance policy through the existing group plan.
- 2) Other Benefits The Committee shall also provide or pay for the following benefits to or on behalf of the Superintendent:
 - a. The Committee shall provide the Superintendent a home-based computer, cellular phone, and necessary peripherals, at the District expense. The District will also provide all necessary upgrades and maintenance on said equipment. Any equipment provided to the Superintendent will remain the property of the District and will be returned to the District upon termination of service or this Agreement, or any extension thereof.

C. ANNUAL VACATION

- 1) The Superintendent shall in each contract year receive twenty-five (25) working days as Annual Vacation, exclusive of legal holidays, to be credited on July 1st. Prior notification of vacations greater than two (2) days in length shall be given to the School Committee Chairperson. The Chairperson shall be notified of all vacation days.
- 2) The Superintendent shall be allowed to carry over up to five (5) vacation days from any one (1) contract year to the next during the course of this contract. Unused vacation days must be used by September 1 of each contract year.
- 3) The maximum accumulation of vacation days at any one time shall be - thirty (30) days (i.e., the twenty-five (25) annual days, plus up to the additional five (5) rollover days). Any additional time will be forfeited. If the Superintendent resigns or retires prior to June 30, the Superintendent will receive a pro-rata share of vacation based upon the number of months worked. For example, if the Superintendent starts the year with twenty (20) vacation days, works one-half of the year and does not use any vacation days; then the Superintendent would be compensated for ten (10) vacation days upon separation from employment.

D. SICK LEAVE

The Superintendent shall be entitled, in the event of personal sickness or injury, up to eighteen (18) days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of two hundred twenty-five (225) days. In the event the Superintendent resigns, retires, or is terminated from employment, the Superintendent will receive a reimbursement of twenty (20) percent of unused days at the per diem rate indicated in C.3. above.

E. PERSONAL LEAVE

The Superintendent shall in each contract year receive two (2) personal days. Personal leave is different from vacation leave in that it does not require advance approval and that it is for the purpose of handling personal matters during the normal business day. Personal days may not be carried over to the following fiscal year and are not compensable upon termination, resignation, or retirement. Notice of plans to take a personal day should be given to the Central Office staff by the start of the school day.

F. BEREAVEMENT LEAVE

The superintendent will be granted up to five (5) consecutive days for the death of the Superintendent's spouse, child, parent, sibling, or other relatives living in the immediate household. The Superintendent will be granted up to two (2) consecutive days at any given time in the event of death of the Superintendent's grandfather, grandmother, son in law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew unless said relative is a member of the immediate household in which event the Superintendent will be entitled to the aforesaid five (5) days. Up to two (2) additional days may be granted at the discretion of the School Committee for unusual circumstances.

7. EXPENSES

A. REIMBURSEMENTS, PAYMENTS FOR WORK RELATED TRAVEL

- 1) In-District Travel As the Superintendent is a highly compensated employee, the Superintendent shall be responsible for in-district travel expenses.
- 2) Out-of-District Travel Out-of-district travel expenses and reasonably necessary food and lodging shall be reimbursed to the Superintendent up to a maximum of Four Thousand Dollars (\$4,000) in any school year.

- 3) Any reasonable work-related expenses incurred by the Superintendent shall be reimbursed by the Committee upon submission of a written voucher and receipts for the same.

B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES.

1. Expense Reimbursement The Tri-County Regional Vocational Technical School District shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of written voucher and receipts for the same.
2. The Superintendent shall be required to complete a minimum of sixty (60) hours of professional development and improvement every two (2) years. The Superintendent shall provide an annual report of professional development and improvement to the Committee at its May meeting. The professional development requirement may be satisfied by the Superintendent's affiliation and system evaluation Chair roles and other participation within the NEASC organization.
3. The Superintendent may spend up to five thousand dollars (\$5,000) per contract year for the purpose of professional development. The professional development programs selected will be at the discretion of the Superintendent.
4. The Superintendent will be required to attend the MASS New Superintendent Induction Program (NSIP). This program will be paid once by the Committee in addition to the annual professional development allotment stipulated above.
5. Membership Dues The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional associations:
 - a) Massachusetts Association of School Superintendents
 - b) American Association of School Administrators.
 - c) Association for Supervision and Curriculum Development.
 - d) Massachusetts Association of Regional Schools.

8. **TERMINATION**

A. TERMINATION FOR CAUSE

1. At any time during this Agreement, the Committee may suspend the Superintendent without pay for a period of time or may dismiss her and terminate this Agreement for good cause provided the Superintendent has been informed in writing of the charge or charges and cause or causes for the proposed discipline or dismissal and has been given an opportunity for a hearing before the School Committee prior to official action being taken. Said meeting shall be convened in executive session. The Committee shall provide the Superintendent with fifteen (15) days written notice of said hearing with a statement of the charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee reasonably anticipates to rely for such action. For purposes of this Agreement, "good cause" shall mean any grounds put forth by the Committee in good faith that are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the task of maintaining an effective and efficient school system, and may include, without limitation, incompetence, inefficiency, incapacity, insubordination, conduct unbecoming a Superintendent-Director, or failure on the part of the Superintendent to satisfy performance standards established by the Committee pursuant to this Agreement. In the event of such suspension or dismissal for good cause, no further payments shall be due to Superintendent pursuant to this Agreement.

2. In any cases where there is a question of the Superintendent's incapacity for physical or mental reasons, a comprehensive medical examination may be required by the Committee. The Committee shall pay the cost of any such examination. In any event if the Superintendent is unable to perform her services by reason of absence due to physical illness for one hundred eighty (180) calendar days, or due to mental incapacity for ninety (90) calendar days, the Committee shall have the option of terminating this Agreement. If the Committee so terminates this Agreement, the Superintendent will continue to receive sick leave payments until her total accumulated sick leave is exhausted.

B. SUSPENSION

The Committee reserves their right, pursuant to M.G.L. c.268A, §25, to suspend the Superintendent in the event of the issuance of charges described in such statute.

9. RESIGNATION

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon sixty (60) days notification from the Superintendent, unless the Committee agrees upon a lesser period of time at which the resignation or release is to take effect.

10. SALARY DEDUCTIONS

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.

11. ARBITRATION

A. SCOPE OF CONTROVERSY

Any and all controversies or claims arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof, excluding claims based on state and federal anti-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the American Arbitration Association. The filing party must provide to the other party a copy of the demand at the time it is filed with the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C or if c. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

B. ARBITRATOR'S AUTHORITY

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within thirty days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may order back pay in accordance with the salary provisions contained in this contract, but in no case, shall such award order or require the reinstatement of the Superintendent to her position.

12. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. c. 32, s. 2.

13. INDEMNIFICATION

A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. c.258, for acts and/or omissions by the Superintendent, so long as she was acting within the scope of her employment and consistent with her official duties. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at the Superintendent's then effective per diem rate of pay or five hundred dollars (\$500.00), whichever is greater. This provision shall survive the expiration of this Agreement or cessation of the employment relationship.

14. 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 written agreement of all parties.

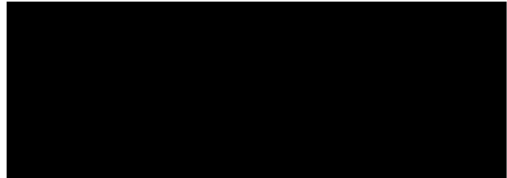
15. INVALIDITY

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.

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

Tri-County Regional Vocational
Technical School District Committee

 
Chairperson



4-29-21
Date

4/29/21
Date