

BRISTOL COUNTY AGRICULTURAL HIGH SCHOOL
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Agreement made on ____ July, 2020 by and between the Bristol County Agricultural High School, Board of Trustees, a political subdivision of the Commonwealth of Massachusetts, hereinafter referred to as the "Board of Trustees," and [REDACTED] hereinafter referred to as the "Superintendent".

Whereas the parties desire to enter into a contract whereby the Superintendent/Director will be employed by the Board of Trustees as the the Superintendent/Director of the the Bristol County Agricultural High School, pursuant to the statutes and regulations of the Commonwealth of Massachusetts, now therefor in consideration of the promises herein contained, the parties mutually agree as follows:

1. EMPLOYMENT: The Board of Trustees hereby employs [REDACTED] as Superintendent/Director of the Bristol County Agricultural High School, and the Superintendent/Director hereby accepts employment on the following terms and conditions. Her duties as Superintendent /Director shall be those set out in the School's job description for the Superintendent/Director's position.

2. TERM:

Subject to the provisions of paragraph 14 of this contract and the provisions of the Massachusetts General Laws and regulations issued thereto concerning termination, the Superintendent shall be employed for a period to begin on July 1, 2020 and to end on June 30, 2023. The anniversary date for compensation purposes will be July 1. This agreement specifically excludes any roll over provisions.

3. COMPENSATION:

Beginning on July 1, 2020, and ending June 30, 2021, the Superintendent shall be paid at an annual salary of \$142,150.00. Thereafter for fiscal year 2022 and fiscal year 2023 until the contract ends on June 30, 2023 the Superintendent shall in each of those fiscal years receive a 2% increase on her salary.

4. FRINGE BENEFITS:

(a) INSURANCES: During the Superintendent's employment under this contract, she shall be entitled to all insurances, medical, life, and dental plans available to other employees of Bristol County and the Bristol County Agricultural High School.

(b) STATE RETIREMENT ASSOCIATION: The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L.c. 32 §2 and shall make her appropriate contributions to that System.

(c) CELL PHONE: The Superintendent will receive a cell phone which will be purchased and paid for by the School. The Superintendent shall not conduct school business on any cell phone that is not provided by the School. Superintendent hereby waives any and all rights and protection over the

content of the School provided cell phone.

5. LEAVES:

The Superintendent shall be entitled to the following leaves:

(a) Sick leave - The Superintendent shall be entitled to sick leave of fifteen (15) days in each year of this contract which shall be accrued at 1 ¼ days per month. There will be no restriction as to the limit of accumulated sick leave. Upon termination of employment other than dismissal or transfer to another position within the school district, that is upon the Superintendent's retirement, resignation or death, the Superintendent shall be entitled to a lump sum payment on the accumulated sick leave credited to her account in the amount of 25% at her current then per diem rate.

(b) Holidays - Superintendent shall be entitled to all paid holidays as approved by the County and the Board of Trustees for its employees.

(c) Vacation - The Superintendent shall receive twenty-five (25) working days as annual vacation exclusive of holidays. These Twenty-Five (25) days shall be credited to the Superintendent as of the beginning of each fiscal year July 1st. The Superintendent may carry over 5 days of vacation leave at the end of each fiscal year so long as she uses those 5 days on or before the next October 31st.

(d) Personal Leave - The Superintendent shall also receive three (3) personal days, to be used in each fiscal year and which do not accrue, cannot be carried over into another fiscal year, and cannot be converted to other leave.

(e) Funeral Leave -

(i) Leave of absence with pay shall be granted to the Superintendent under this contract in the event of the death of a husband, wife, child, stepchild, parent, parent of a spouse, brother, sister, grandparent, or of a person living in the immediate household of a person subject to these rules for a period not to exceed five (5) consecutive work days subsequent to the date of death without loss of pay.

(ii) Funeral leave of one (1) day shall be granted to the Superintendent under this contract in the event of the death of an aunt, uncle, niece, nephew, close friend, or a co-worker at the school, provided that such leave is to be used only on the day of the funeral.

6. DUES: PROFESSIONAL DEVELOPMENT: The School will pay annual dues for the Superintendent for membership in the Massachusetts Association of Vocational Administrators (MAVA), Massachusetts Association of School Superintendents (MASS), and the American Association of School Administrators (AASA).

7. CONTRACT RENEWAL OR EXTENSION: - The parties agree that there shall be no automatic renewal, or extension of the contract. The Superintendent shall notify the Board of Trustees in writing on or before December 31, 2022 as to whether she wishes to enter negotiations for a successor agreement or not. Thereafter on or before January 31, 2023 the Trustees shall notify the Superintendent in writing if they desire to enter into a successor agreement.

Should the Board determine that it does not wish to negotiate and execute a new contract with the Superintendent at the end of the term of this contract, the Board of Trustees shall give written notice of the decision to the Superintendent at least 90 days prior to the end of this contract.

8. NOTICE OF TERMINATION: In the event that the Superintendent desires to terminate this contract prior to the end of the term, she may do so by giving at least ninety (90) days notice, exclusive of accumulated vacation, of her intention to the Board of Trustees, with a time for such termination to be jointly established between the Superintendent and the Board of Trustees. The contract shall terminate immediately upon the death of the Superintendent and all rights and obligation of the parties under contract shall be deemed fully satisfied.

9. REIMBURSEMENT FOR EXPENSES - The School shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this contract. Such expenses shall include but shall not be limited to costs of transportation, mileage, seminars or other activities approved by the Board of Trustees and which in the Board's opinion would serve to enhance the Superintendent's performance and skills. The reimbursement will be capped at \$2,500.00 annually during the duration of this contract.

10. CERTIFICATE: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as Superintendent of Vocational Schools in the Commonwealth, as required by Mass. General Laws and the regulations pursuant thereto.

11. PROFESSIONAL LIABILITY: The Superintendent shall be indemnified and held harmless by the Board of Trustees from any and all demands, claims, suits, actions and legal proceedings, brought against the Superintendent as an individual and/or in her official capacity as an agent and/or employee of the Board of Trustees.

12. RELATIONSHIP BETWEEN BOARD OF TRUSTEES AND SUPERINTENDENT: The Board of Trustees shall meet with the Superintendent at least once a year for the purpose of discussing her job description and performance as well as the working relationship between the Board of Trustees and the Superintendent.

13. PERFORMANCE: The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Board of Trustees and the Superintendent in writing.

14. TERMINATION: Notwithstanding any other provisions of the contract, Superintendent may be terminated for just cause prior to the expiration of the contract and just cause may include the following:

- (1) neglect of duty;
- (2) material breach of the contract;
- (3) incompetency;
- (4) insubordination;
- (5) willful neglect of duties;

- (6) failure to maintain necessary educational training;
- (7) failure to remain certified in the Commonwealth of Massachusetts;
- (8) suspension or revocation of her Massachusetts certification, or;
- (9) any other good and sufficient cause.

Termination procedure: Before dismissal or termination of contract or suspension for any period of time, Superintendent shall be given a written statement of charges in sufficient detail to enable her to determine each of the grounds for dismissal or suspension action. The Superintendent shall be required to file a response to it within seven (7) days setting forth her contentions and stating distinctly any special defenses.

Thereafter, the Superintendent shall be given an opportunity for a hearing before the Board of Trustees prior to official action being taken. Said hearing shall be convened in Executive Session unless the Superintendent requests that it be held in public session. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Board of Trustees shall provide 30 days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis of such intended action and copies of all relevant documents on which the Board of Trustees intends to rely on such action. Where good cause exists, the Board of Trustees may discharge the Superintendent upon a two-thirds vote, thereby terminating this contract prior to the expiration date stated above.

15. ARBITRATION:

A. Scope of Controversy: Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Board of Trustees or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts and 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 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 Bristol County Superior Court or the parties may agree on an arbitrator. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract.

16. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Board of Trustees 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 a writing signed by the parties.

17. 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.

18. The contract is subject to all the applicable laws of the Commonwealth of Massachusetts, the rules and regulations of the Department of Elementary and Secondary Education and all rules and regulations and policies of the Board of Trustees.

19. This Contract and the rights and obligations of the parties hereunder shall be governed by and construed by the laws of the Commonwealth of Massachusetts. The parties agree that in the event of litigation, venue shall be in the proper state or federal court serving Bristol County, Massachusetts.

20. Superintendent shall not assign or transfer any rights granted or obligations assumed in this contract.

Bristol County Agricultural High School
Board of Trustees:

_____, Superintendent

Date: _____