

NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL DISTRICT

SUPERINTENDENT-DIRECTOR CONTRACT OF EMPLOYMENT

This AGREEMENT made as of July 1, 1995, by and between the NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL DISTRICT COMMITTEE, hereinafter referred to as the COMMITTEE and JAMES BROSANAN, hereinafter referred to as BROSANAN.

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1 EMPLOYMENT

The COMMITTEE hereby employs BROSANAN as Superintendent-Director of the Northern Berkshire Vocational Regional School District, and BROSANAN hereby accepts employment on the following terms and conditions.

2. TERMS

BROSANAN shall be employed for a three (3) year period commencing July 1, 1995. This AGREEMENT between the parties, without further action by the parties, shall be extended for successive periods of one (1) year each April 1st unless a vote of the COMMITTEE is sent to him notifying him of the COMMITTEE'S intent to terminate the contract upon expiration of the aforementioned three (3) year period of time. Such notice shall be sent by registered mail, return receipt requested, to his residence at least 90 days prior to the anniversary date of this contract.

3. COMPENSATION

BROSANAN shall be paid for the first year of the AGREEMENT an annual salary of \$65,000. As of July 1, 1996 the salary is established at \$66,950 (+3%). Subsequent annual salaries will be determined through negotiations with the Northern Berkshire Vocational Regional School District Committee, with both parties agreeing that on or about March 1 of each year of the contract, salary and benefits negotiations will begin for the ensuing year.

4. TERMINATION

In the event that BROSANAN desires to terminate this contract before the term of service shall have expired, he may do so by giving at least one hundred twenty (120) days notice of his intention to the COMMITTEE, with a time for such termination to be jointly established between BROSANAN and the COMMITTEE. BROSANAN shall be subject to dismissal in accordance with provisions of Massachusetts General Laws, Chapter 71, Section 42.

5. DUTIES

A. BROSANAN shall perform faithfully, to the best of his ability, the duties of the SUPERINTENDENT-DIRECTOR and shall serve as Executive Officer of the COMMITTEE as set forth in the attached job description.

B. BROSANAN shall, subject to law and any legally binding contracts of the School District, organize, reorganize and arrange the administrative and supervisory staff in such way as in his judgment best serves the School District. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, and shall be vested in BROSANAN and his staff.

C. The COMMITTEE shall promptly refer to BROSANAN for his study and recommendation all criticisms, complaints and suggestions brought to their attention in accordance with the Massachusetts Association of School Committee's Code of Ethics for school committee members.

6. REIMBURSEMENT FOR EXPENSES

The COMMITTEE shall reimburse BROSAN for all related expenses (meals, accommodations, etc.) reasonably incurred in the required performance of duties. He shall have access to a school vehicle to be used at his discretion in fulfilling his obligations as Superintendent Director. Fuel will be provided by the School Committee. If a school vehicle is not available the School Committee shall reimburse the Superintendent for the use of a personal vehicle in the amount of \$.26 per mile. Seminar, management training and workshop fees, national conference participation, and out-of-state travel shall be viewed separately.

7. PROFESSIONAL AFFILIATIONS

The COMMITTEE shall annually provide funds for BROSAN'S membership in the following professional organizations.

A. The American Association of School Administrators (Superintendent-Director's membership) and the American Vocational Association.

B. The Massachusetts Association of School Superintendents and its regional affiliates (Superintendent – Director's membership) and M.A.V.A.

C. The Association for Supervision and Curriculum Development.

D. Berkshire County Superintendents' Association.

8. STATE RETIREMENT

BROSAN shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

9. FRINGE BENEFITS

BROSAN shall be entitled to all insurance (medical, hospital, dental, and life) benefits and other fringe benefits currently available to teachers and administrators, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The COMMITTEE and BROSAN may agree to alter components of these benefits or to add benefits not currently available to other professional personnel.

10. ANNUAL VACATION

BROSAN shall receive twenty-five (25) working days as annual vacation exclusive of holidays. Twenty five (25) days shall be credited to BROSAN as of the beginning of each contract year. No more than five (5) vacation days may be carried over from one year to the next. At no time will BROSAN be entitled to more than 30 days of vacation in one contract year.

11. SICK LEAVE

BROSAN shall be entitled to sick leave of eighteen (18) days in each year of this contract with accumulation of unused sick leave limited to 225 days. Any sick leave which has been accumulated by BROSAN while in the employ of the Northern Berkshire Vocational Regional School District shall, on resignation, retirement, or death, be reimbursed to him at \$30.00 per day of accumulated sick leave, not to exceed 225.00 days. In case of his death, the beneficiary of BROSAN shall receive his benefits.

12. RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT-DIRECTOR

The COMMITTEE shall meet with BROSAN at least once a year for the purpose of discussing his job description and performance, as well as his working relationship with the COMMITTEE.

13. PERFORMANCE

A. BROSAN shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and BROSAN.

B. Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents and will be reported by the COMMITTEE to the appropriate state and national association of the school administrators and the state educational authorities.

14. RESIDENCY

BROSAN shall reside on a permanent basis in one of the member municipalities of the vocational regional school district while serving in the position of Superintendent-Director. Such residency shall be required within six (6) months of the date of initial employment as Superintendent-Director. (CH71. S.38)

15. ENTIRE AGREEMENT

This contract embodies the whole agreement between the COMMI and BROSAN 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 party against whom enforcement is sought.

16. CERTIFICATE

BROSAN shall furnish and maintain throughout the term of this contract a valid certificate qualifying him to act as SUPERINTENDENT-DIRECTOR of the School District in the Commonwealth, as required by Massachusetts General Laws, Chapter 71, Section 38G.

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. COMMITTEE PROTECTION

BROSAN and the COMMITTEE agree that the individual members of this SCHOOL COMMITTEE shall not be sued personally for any alleged violation of this AGREEMENT.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT, and a duplicate thereof, this 28th day of April, in the year 1995.

JAMES BROSAN
SUPERINTENDENT-DIRECTOR

JAMES R. GAZZANIGA, CHRM.
NORTHERN BERKSHIRE VOCATIONAL
REGIONAL SCHOOL COMMITTEE