

**SOUTHERN WORCESTER COUNTY REGIONAL
VOCATIONAL SCHOOL DISTRICT COMMITTEE**

SUPERINTENDENT-DIRECTOR'S EMPLOYMENT CONTRACT

(8/8/2020 - 6/30/2023)

AGREEMENT between the Southern Worcester County Regional Vocational School District Committee, hereinafter referred to as the "Committee" and Kyle J. Brenner, hereinafter referred to as the "Superintendent-Director".

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. **EMPLOYMENT:**

The Committee hereby employs Kyle J. Brenner as Superintendent-Director of Southern Worcester County Regional Vocational School District, and Kyle J. Brenner hereby accepts employment as Superintendent-Director of the Southern Worcester County Regional Vocational School District, subject to the terms and conditions hereinafter provided.

2. **TERM:**

- A. The Superintendent-Director shall be employed for the period commencing August 8, 2020 and ending June 30, 2023. For purposes of this Agreement, the anniversary date shall be July 1 of each year. Further, Mr. Brenner shall act as Interim Superintendent during the period August 4, 2020 through August 7, 2020 under the same terms and conditions set forth herein. In addition, Mr. Brenner will be employed and work with the retiring Superintendent from July 27, 2020 through August 3, 2020 under the same terms and conditions set for the herein.
- B. This Agreement is subject to being extended for successive periods of one year based upon the conditions set forth below. In order to be eligible for an extension, the Superintendent-Director must give notice, in writing, to the Chair of the Committee, of his desire to extend the Agreement, and such notice must be given in hand or postmarked no later than March 1, 2022 (or March 1 of each future year, if the contract has been extended). Upon receipt of the notice the Committee must act, on or before May 1, 2022 (or May 1 of a future year, if the contract has been extended), if it decides to reject the request to extend the Agreement for an additional year. If the School Committee votes to extend the agreement, or takes no action, then the Agreement between the parties shall be extended for a successive period of one (1) year. Should the Superintendent-Director fail to give the notice required under this provision, or should the Committee refuse to extend the Agreement upon request, then the Agreement will end at the conclusion of the final year of the Agreement (one year from June 30 of the year in which notice was due) unless renegotiated or extended by further action by the Superintendent-Director and the Committee.

3. **COMPENSATION:**

- A. The Committee agrees to pay the Superintendent-Director, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as Superintendent-Director, an annual salary as follows: August 8, 2020 through June 30, 2021- \$167,500 per annum (prorated), July 1, 2021 through June 30, 2022- \$170,850, July 1, 2022 through June 30, 2023-\$ to be negotiated by May 1, 2022. The salary shall be payable in equal installments convenient to the parties, at least once per month, and shall be subject to any adjustments agreed upon by the Committee and the Superintendent-Director pursuant to Section 3.B. below. At no time during the life of this Agreement, or any extension hereof, shall the Superintendent-Director's salary be reduced.
- B. For any year in which a salary term has not been specified by this agreement, the Committee and the Superintendent-Director shall meet each year at least sixty (60) calendar days prior to the anniversary date for the purpose of reviewing the Superintendent-Director's salary and expenses. This provision shall not prevent the Committee and Superintendent from agreeing to supplemental salary increases during the term of this agreement based upon merit.

4. **TERMINATION:**

- A. The Committee may dismiss the Superintendent-Director at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, or other just cause. In that event, the Superintendent-Director will be given written notice, including a statement of the charges against him, and a hearing by the Committee. Said written notice shall be provided at least fifteen (15) days before the hearing. A weighted majority vote of the Committee (present and voting) shall be required to convene a termination hearing, and a two-thirds weighted majority (present and voting) shall be required to effect dismissal. Both parties agree that any hearing before the Committee under this provision of the Agreement shall be conducted in Executive Session. Any dispute about the termination of the Superintendent-Director by the Committee shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). An award by an Arbitrator selected 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. These proceedings may be initiated by filing a demand for arbitration with AAA.
- B. Arbitrator's Authority
Either party may invoke the above arbitration provisions by filing a demand for arbitration with the American Arbitration Association and the other party. 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-Director.
The Arbitrator may enter any and all appropriate relief including, but not limited to,

compensatory damages due under the contract. However, the Arbitrator shall be without authority to order reinstatement of the Superintendent-Director to his position. In the event of his termination, the Superintendent-Director shall have a duty to mitigate damages by seeking employment elsewhere, and, if the Superintendent-Director obtains a position, the Committee's damages shall be reduced accordingly.

A dismissal by the Committee shall sever any and all rights that the Superintendent-Director shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation, subject to review of an Arbitrator pursuant to Section 4.A. of this agreement.

- C. In the event that the Superintendent-Director desires to terminate this Agreement before his term of service shall have expired, he may do so by giving at least 120 calendar days' notice of his intention to the Committee or such other notice as is mutually agreed to by the parties in writing.

5. **DUTIES:**

The Superintendent-Director shall manage the system in a fashion consistent with state law and the policy determinations of the Committee. He shall faithfully, diligently, and competently perform his duties and responsibilities as Superintendent-Director. He shall serve as the Chief Executive Officer of the Committee and hereby agrees to comply with all policies established by the Committee, except as those policies may conflict with the terms of this Contract or the provisions of state or federal law.

6. **LICENSURE:**

The Superintendent-Director shall furnish to the Committee upon request and maintain throughout the term of this Contract a valid and appropriate License qualifying him to act as Superintendent-Director of the District in the Commonwealth, as required by M.G.L. c.71, §38G.

7. **OUTSIDE ACTIVITIES:**

The Superintendent-Director may accept speaking, writing, lecturing, teaching, consulting, or other engagements of a professional nature as he sees fit, provided they do not interfere with his duties as Superintendent-Director. Any commitments which may be for substantial periods of time or for an event or activity occurring over a long period of time should be undertaken with prior notice to the Chairperson of the Committee.

8. **ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT:**

- A. The Superintendent-Director shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such way as in his judgment best serves

the school district.

- B. The Superintendent-Director's powers, as described in paragraph A of this Section 8, may be limited by any official action of the Committee that is not in conflict with the terms of this Contract or with state or federal law.
- C. The Committee, individually and collectively, will promptly refer to the Superintendent-Director for his study and recommendation all criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the Superintendent-Director's attention.
- D. The Superintendent-Director shall be present in the building to the extent necessary to properly supervise the Administration of the District, and to fulfill his other responsibilities as Superintendent-Director. However, it is understood and expected that the Superintendent-Director's responsibilities entail many duties outside of the building and outside of school hours, which may at times require flexibility in the Superintendent's work schedule. The Superintendent shall have the discretion to adjust his schedule accordingly.

9. **REIMBURSEMENT OF EXPENSES:**

- A. Mileage. The Committee agrees to reimburse the Superintendent-Director, based upon a monthly voucher, for all mileage, tolls and public transportation costs reasonably incurred in the course of performing duties directly related to his position as Superintendent-Director. Mileage will be paid at the applicable I.R.S. rate.
- B. Out-of-State Travel and Other Expenses. The Committee shall reimburse the Superintendent-Director for all reasonable in-state and out-of-state travel expenses incurred in the performance of his duties under this Section, including transportation costs, lodging, meals and conference fees. The Superintendent-Director will provide advance notice and obtain approval for travel that will take him away from the District for a significant period of time.
- C. Professional Memberships. The Committee shall pay the Superintendent-Director's membership dues for membership in organizations that the parties agree are pertinent to the Superintendent-Director's duties and responsibilities, including, but not limited to: the Massachusetts Association of School Superintendent-Directors (MASS); the American Association of School Administrators (AASA); Association for Career and Technical Education (ACTE); Mass. Association of Vocational Administrators (MAVA); Massachusetts Vocational Association (MVA); and Mass. Secondary School Administrators Association/National Association of Secondary School Principals (MSSAA/NASSP).

10. **STATE RETIREMENT ASSOCIATION:**

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

11. **FRINGE BENEFITS:**

A. Medical, Hospital and Life Insurance

The Superintendent-Director shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the District to other employees, subject to the same terms and conditions of said coverage, and at the same rate of contribution applicable to said employees. Such terms are subject to change during the life of this agreement based upon changes made to terms applicable to other District employees.

B. Longevity

The Superintendent-Director shall be entitled to a payment in consideration of his years of service to the District in conformity with the Longevity Policy for DESE Licensed Administrators Not Covered Under a Collective Bargaining Agreement adopted March 4, 2013 by the SWCRVSD Committee. Longevity shall be paid in equal installments throughout the year in equal installment as regular compensation.

C. Course Reimbursement

During the first three years of the agreement the District agrees to pay the full cost of the Superintendent's enrollment and participation in the Massachusetts New Superintendent's Induction Program run by the Massachusetts Association of School Superintendents.

D. Benefits of Other Employees

The Committee agrees that it will not in the future grant to other School District employees benefits that exceed those of the Superintendent-Director, without negotiating with the Superintendent-Director for the purpose of providing a comparable benefit to the Superintendent-Director.

E. Disability Insurance

The Committee shall contribute annually toward a premium for disability income insurance for the Superintendent-Director, which shall be disclosed to the Committee at the time of payment.

F. Annuity

Starting the second year of the contract, the District shall annually deposit four thousand one hundred and fifty dollars (\$4,150), by October 15, 2021, thereafter within 30 days of the new fiscal year, into an individual annuity contract, custodial account or any other investment authorized under Section 403(B) of the Internal Revenue Code. Selection of investment will be directed by the Superintendent-Director.

12. **VACATION:**

- A. The Superintendent-Director shall receive each contract year 25 working days of vacation, which shall be credited on the first day of each contract year, to be taken in the year in which it is earned or the succeeding year.

- B. In the event that this Contract is terminated for any reason prior to its expiration date, the Superintendent-Director's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis.
- C. A maximum of 10 vacation days may be carried over into the following contract year; however, the Committee upon request from the Superintendent-Director may authorize additional carry over days.
- D. The Superintendent-Director shall be entitled to buy back up to 10 days prior to the end of each fiscal year at a per diem rate calculated using base salary divided by 240 days.
- E. In addition to said vacation days, the Superintendent-Director shall be entitled to leave with pay on each holiday recognized by the Commonwealth of Massachusetts and the Committee including the Christmas recess as defined in Unit M contract.

13. **SICK LEAVE AND OTHER LEAVES:**

- A. The Superintendent-Director shall receive annual sick leave at the rate of 12 days per year during the term of this Contract, which shall be credited on July 1 of each contract year with unused sick leave accumulating.
- B. Additional sick leave, beyond the terms provided herein, may be granted to the Superintendent-Director by the Committee at its sole discretion.
- C. The Superintendent-Director shall be entitled to receive partial payment for accrued unused sick days upon death or retirement. A maximum of 290 days shall be available for buyback at a rate of \$60 per day for the first 195 days, and \$80 per day for days 196 to 290. In order to receive this payment, the Superintendent-Director must notify the Committee in writing prior to October 1 of his last year of service prior to retirement. In the event the Superintendent-Director dies or fails to give sufficient notice of retirement to permit the buyback amount to be budgeted, the District shall have the option of deferring payment to the following fiscal year.
- D. The Superintendent-Director shall be entitled to Bereavement Leave under the same terms and conditions found in the Unit M contract.
- E. The Superintendent-Director shall be entitled to up to three Personal Leave days per year under the same terms found in the Unit m contract.

14. **EVALUATIONS:**

The Committee shall evaluate and assess in writing the Superintendent-Director's performance in compliance with the Commonwealth of Massachusetts' Department of Elementary and Secondary Education's Model System for Educator Evaluation as it applies to Superintendents.

15. **PERFORMANCE:**

The Superintendent-Director shall fulfill all aspects of this Contract to the best of his ability. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent-Director in writing.

16. **INDEMNIFICATION:**

- A. The Committee shall at all times indemnify and hold harmless the Superintendent-Director to the maximum extent and in accordance with the terms of M.G.L. c.258. The Superintendent-Director 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-Director shall be compensated for his participation in the presentation or preparation of a case in a judicial, administrative or arbitral forum at a per diem rate of pay based upon his last annual salary.
- B. This indemnification provision, Section 17, A and B shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.


17. **ENTIRE AGREEMENT:**

This Contract embodies the entire agreement between the School Committee and the Superintendent-Director, 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 thereof is sought.

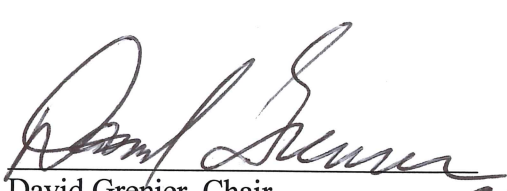
18. **INVALIDITY:**

If any paragraph or part of this Contract is invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this.

By: 

Kyle J. Brenner, Superintendent-Director
Southern Worcester County Regional
Vocational School District

By: 

David Grenier, Chair
Southern Worcester County Regional
Vocational School District Committee 9/10/21