

CONTRACT OF EMPLOYMENT

This contract is made as of February 11, 2019 by and between the Northborough Southborough Regional School Committee and Superintendency Union #3 School Committee, hereinafter referred to as the "Committees" and [REDACTED], hereinafter referred to as "Superintendent." The chairpersons of the Committees will hereinafter be referred to as the "Chairpersons". The Public Schools governed by the Committees will hereinafter be referred to as the "District".

WITNESSETH:

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

WHEREAS, the Committees 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 schools; and,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts.

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

I. EMPLOYMENT

The Committees hereby agree to employ the Superintendent as Superintendent of the Schools of the District for a period to commence as of July 1, 2019 and to end on June 30, 2022.

Notice of the Committees' intent not to renew this contract must be given by certified mail, return receipt requested, to the Superintendent at his address of record no later than January 1, 2022. Failure to provide such notice by this time will result in the contract being extended for a period of one (1) additional year. Failure to provide notice in subsequent years on or before January 1 will result in the extensions of the contract for one (1) additional year commencing the following July 1. In no event shall the non-renewal of the Superintendent's contract be considered a termination of the same.

If either the Northborough Southborough Regional School Committee or the Superintendency Union #3 School Committee votes not to renew the contract, the contract will automatically

International Labor Office
Geneva, Switzerland
April 1933

The Director
International Labor Office
Geneva, Switzerland
Dear Sir:

I am very pleased to hear
that you are interested in
the work of the ILO.

I am sure that you will find
the work of the ILO very
interesting and valuable.

I am sure that you will find
the work of the ILO very
interesting and valuable.

I am sure that you will find
the work of the ILO very
interesting and valuable.

Very truly yours,
Director

I am sure that you will find
the work of the ILO very
interesting and valuable.

Sincerely,
Director

I am sure that you will find
the work of the ILO very
interesting and valuable.

I am sure that you will find
the work of the ILO very
interesting and valuable.

I am sure that you will find
the work of the ILO very
interesting and valuable.

be re-opened for the negotiation of the salary and working conditions between the Superintendent and the remaining School Committee. Failure to reach an agreement will result in the termination of this Contract.

II. RESPONSIBILITIES/DUTIES

The Committees are responsible for the establishment of school budgets, development of policy, and employment of the Superintendent pursuant to M.G.L. c. 71 §37. The administration of school policy, 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, discipline 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 Committees the specific hiring authority for a position, the Committees agree to receive a recommendation thereon from the Superintendent. If the Committees reject the Superintendent's recommendation, the basis of the rejection of the Superintendent's recommendation shall be stated at the meeting at which the appointment is made and shall be part of the minutes of the meeting.**
- 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 him or by his staff under his direction. The Committees retain their statutory rights such as approval of line item budget transfers, hiring of legal counsel, setting of policy, negotiation of collective bargaining agreements and any other rights conferred now or in the future to school committees by statute. The Committees shall conduct an audit of all books and accounts as of the Superintendent's first date of employment.**
- C. The Committees will establish meeting schedules and subcommittees, authorize spokespersons, provide representation to external groups and any other activity authorized by statute. The Superintendent shall serve as Executive Officer of the Committees. The Superintendent and/or his/her designee(s) shall have the right to attend all regular and special meetings of the Committees and all committee 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 Committees and have a seat at the Committees' table.**
- D. Criticisms, complaints, and suggestions called to the attention of the Committees or individual committee members by any source shall be promptly referred to the appropriate Chairperson and then provided 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. The Superintendent shall advise the Committees of the disposition of such matters.

- E. Because the District has four school committees with twenty (20) school committee members, communication between the Superintendent and all school committee members will go through the Chairpersons defined herein and the Chairpersons of Northborough or Southborough K-8 School Committees as applicable unless there is an emergency or extenuating circumstance.
- F. The Committees 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.
- G. The Superintendent is assured that the Committees rules, regulations, or policies, are not in conflict with this Contract and state law. Where such conflict exists, this Contract or state law shall supersede such policy.
- H. The Superintendent shall diligently, faithfully and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall comply with the policies and procedures of the Committees and shall serve and perform such duties at such time and place and in such manner as the Committees may from time to time direct. The Committees shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committees are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. The Committees agree that all members shall be trained in roles and responsibilities as required by MGL, c.71, § 36A. This provision shall continue in full force and effect during any period of employment.
- I. 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.
- J. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

III. EVALUATION

The Committees shall annually evaluate the performance of the Superintendent, in writing in accordance with an evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Committees shall

evaluate the performance of the Superintendent annually no later than June. The Committees shall vote on the composite evaluation compiled by the Chairpersons, and the Superintendent may attach his response, if any, thereto. The Superintendent will submit, no later than September 30th of each year his goals and objectives to the Committees for their review and approval. The standards and procedures in the evaluation process shall be consistent with regulations issued by the Massachusetts Department of Elementary and Secondary Education for superintendent evaluations as revised most recently.

IV. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Committees are responsible for setting the Superintendent's salary and other regular compensation which shall include, in consideration for services provided:

A. SALARY:

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

1. Initial or Base Salary

The Committees shall pay the Superintendent an annual salary of \$185,000 for the 2019 - 2020 school year. This annual salary rate shall be set by the Committees each year thereafter following the Committees public review of the Superintendent's performance as outlined in Section III above, and after discussion with the Superintendent in Executive Session.

The annual salary shall be paid in equal installments in accordance with the rules of the Committees governing payment of other professional staff members employed by the District.

ANNUAL RENEGOTIATION:

The Committees will determine on or before June 30th of each year the annual compensation to be paid as of July 1st, following the evaluation of performance pursuant to Section III of this Contract and thereafter before each June 30 in subsequent years of this Contract. The Committees may increase the Superintendent's salary and/or benefits during the term of this Contract commencing July 1, 2019 and each July 1st thereafter; if in the Committees' discretion his performance as Superintendent and/or the general economic conditions warrant such increase. Any salary adjustment and/or benefit adjustment shall be in the form of an amendment to the Contract.

Notwithstanding the paragraph above, the Superintendent will receive a minimum annual 2.5% cost of living allowance, compounded annually. Any further compensation (Merit) will be based on the successful attainment of the mutually agreed upon goals pursuant to Section III. The total annual increase (COLA plus Merit) shall not exceed 3.5% in any year, compounded annually.

2. At no time during the life of this Contract, or any extension hereof, shall the Superintendent's salary be reduced.
3. 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 his/her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

B. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Health Insurance and Annuity Benefit

a. Health

The Health Insurance Program available to employees of the District shall be made available to the Superintendent on the same terms and conditions as are applicable to other District employees, including, but not limited to, premium payments on and during his/her retirement.

b. Annuity

If the Superintendent elects not to participate in the District's available Health Insurance Program, as additional compensation for services rendered, the Committees shall provide to the Superintendent an annuity equal to 30% of the employer portion of the indemnity health insurance plan available to all employees. At no time under the term of this Contract will such payment exceed \$5,400 per year.

In payment of the above-mentioned annuity, the Committees shall make an annual lump sum payment, on or about July 1 of each year, or in the first pay period of each fiscal year, to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71 §37B, and sec. 403(b) of the IRS Code. The Superintendent may add his/her own contribution to the compensation paid by the Committees.

In the event the Superintendent elects to so participate in the health plan during the annual enrollment period, or at any other time by reason of a qualifying event as defined by law and applicable plan documents, the Superintendent agrees that his salary shall be reduced by the applicable

prorated portion of the Committees' annuity contribution for that plan year. Thereafter the Committees and the Superintendent shall pay their respective portion towards the premium of the plan selected by the Superintendent.

2. Life Insurance

In addition to minimum statutory plans or life insurance plans available to other employees in the District, the Committees shall provide an annual stipend of \$1,500 to the Superintendent for the purchase of a life insurance policy selected by the Superintendent with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

3. Longevity

The Committees wish to recognize, as they do for other employees, the value of the service provided by the Superintendent over time. Therefore, the parties agree to a lump sum longevity payment according to the following schedule:

\$4,000 at the commencement of the 4th year of service as Superintendent
\$5,000 at the commencement of the 7th year of service as Superintendent
\$6,000 at the commencement of the 10th year of service as Superintendent

4 Paid Leaves of Absences

The Superintendent is entitled to seventeen (17) days sick leave per year. Upon execution of this contract the Superintendent will be granted sixty (60) sick days "up front," in recognition of days he has already accumulated in the District, and an additional amount of paid leave up to one-hundred and twenty (120) days at any time for catastrophic illness, or traumatic injury if the amount of sick leave accumulated does not total one-hundred and eighty (180) days. Such leave shall run concurrently with any leave taken pursuant to the Family Medical Leave Act or any other leave required by law, as applicable.

The Superintendent may carry over any unused sick days from one Contract year to the next, up to a maximum of two hundred sixty (260) days, for his use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committees. At the request of the Committees, the Superintendent shall provide a physician's certification of illness. The Superintendent may take sick leave for family/household members, as needed within his accumulated sick leave, and the Committees, at their discretion, may grant additional days upon request. Upon use of more than seventeen days sick leave in any fiscal year the Superintendent, at the request of the Committees, shall provide a physician's certification of illness. The Superintendent may take bereavement leave as needed.

In cases where vacation or bereavement time extends beyond two (2) days, the Superintendent shall provide the Chairpersons with advance notice, whenever possible, of such vacation or leave.

In the event such sick days are not utilized, the Superintendent will receive on his resignation, retirement, termination or death a sum of money equal to the number of accumulated sick leave multiplied by \$30.

5. Cell Phone

The Committees shall provide the monthly sum of \$100 in reimbursement to the Superintendent for his/her use of a cell phone which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent. This will be paid in one annual installment.

C. VACATION & HOLIDAYS

1. The Superintendent shall be entitled to twenty-five (25) paid vacation days annually, accrued monthly between July 1 and June 30. In the first year of employment said days shall be prorated between the date of execution of the contract and the next July 1, except that up to ten (10) vacation days may be utilized in advance of the first two months of employment as Superintendent. The Superintendent shall be allowed to accumulate said vacation days commencing in the year of this Contract with a limit of 10-day carryover days from one year to the next.
2. The Superintendent may redeem unused vacation leave on an annual basis, not to exceed ten (10) days at the Superintendent's then effective per diem rate of pay, by notifying the Committees of his/her intent to do so on or before June 15 of each fiscal year.
3. All unused accumulated vacation time (up to the maximum annual accumulation of 35 days) will be paid to the Superintendent (or his/her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay.
4. The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committees made available to any other employee of the District.

V. REIMBURSEMENT FOR EXPENSES

A. REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL

The Committees shall pay the Superintendent a stipend of \$3,000 annually as a reimbursement for all work-related expenses and travel within the District, payable without voucher. This is payable in one annual payment with appropriate tax, FICA and retirement withholdings, in lieu of any mileage reimbursement, tolls, parking or any other expenses incurred.

B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES

1. The Committees encourage the Superintendent to participate in professional development. The Superintendent will submit a request to attend any out-of-state or national conferences in advance to the Chairpersons and approval of attendance will not be unreasonably withheld.
2. The Committees shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:
 - (a) Massachusetts Association of School Superintendents
 - (b) A. A. S. A.
 - (c) A.S.C.D.
 - (d) M.A.R.S.

The costs of membership to any other organizations not listed above shall be subject to the approval of the Chairpersons. Such approval shall not be unreasonably withheld.

3. The Committees and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development the Committees shall pay \$5,000.00 annually for the Superintendent's participation in an Induction and Executive Mentoring program provided by M.A.S.S during his/her first year of employment, personalized mentoring, or toward a doctoral program. Upon completion of his doctorate, he will receive a \$2,500 one-time payment.

VI. TERMINATION OF CONTRACT BY COMMITTEES

Where good cause exists, the Committees may discharge the Superintendent upon a two-thirds vote of each of the Northborough-Southborough Regional and Superintendency Union #3 School Committees, thereby terminating this contract prior to the expiration date stated above, provided

the Superintendent has been informed in writing of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the Committees prior to official action being taken. For purposes of the Contract, "good cause" shall mean any ground that is put forth in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Contract, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination. Said hearing shall be convened in Executive Session as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent, are inextricably linked to performance. Because such action may adversely affect property rights and liberty interests, the Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committees shall provide thirty (30) days written notice of said hearing (unless modified by mutual consent of the parties) with a statement of 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 Committees intends to rely for such action. The Committees shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Section II. D.

VII. TERMINATION OF CONTRACT BY SUPERINTENDENT

The Superintendent may terminate this contract by resigning and providing notification to the Northborough-Southborough Regional School Committee and Superintendency Union #3 School Committee no less than six (6) months prior to the last date of employment unless the Committees agree to accept less notice.

VII. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the 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.

IX. ARBITRATION

A. Scope of Controversy

Any controversy or claim against the Committees arising out of their capacity or the Superintendent relating to any term or condition of this Contract or employment practices or policies of the Committees, 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, or the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. 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

The parties agree to submit to subpoenas issued by the arbitrator. The Committees shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Article II D.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

X. INDEMNIFICATION

- A.** The Committees shall at all times indemnify and hold harmless the Superintendent to the maximum extent of and in accordance with the terms of MGL c. 258. 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 his last effective per diem rate of pay or \$800.00, whichever is greater. In no case will individual members of the Committees be considered personally liable for indemnifying the Superintendent pursuant to the terms of this Contract.
- B.** The Superintendent may retain, at the expense of the Committees and upon prior notice to the Committees, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committees shall retain primary responsibility for preparation and presentation of the case. The Superintendent and his counsel shall fully and completely cooperate with the Committees' Counsel in the defense of such action provided the parties' interests are not adverse.
- C.** This indemnification provision, Section XI, A. B. and C. shall survive expiration of this employment Contract or the cessation of the employment relationship by any means or cause.

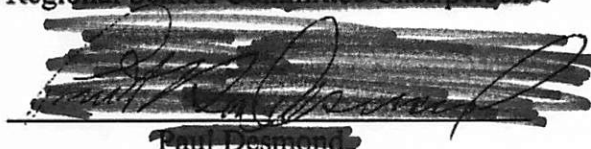
XI. ENTIRE AGREEMENT

The Contract embodies the entire agreement between the Committees and the Superintendent, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the Committees, and the Superintendent. Any part of this contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Contract shall be in writing, signed by the Parties, and attached to this Contract. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

XII. 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 have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.


Maryanne P. Winter
Northborough Southborough
Regional School Committee Chairperson

Paul Desmond
Superintendency Union #3
Committee Chairperson


Superintendent