SUPERINTENDENT

CONTRACT OF EMPLOYMENT BETWEEN ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT AND STEVEN C. MEYER

This agreement made this 1st day of July, 2016 is by and between the Athol-Regional School District ("the District"), acting by and through its School Committee ("the Committee"), and Steven C. Meyer, hereinafter referred to as the "Superintendent".

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

1. EMPLOYMENT

The District hereby agrees to employ the Superintendent of the Athol-Royalston Regional School District, and the Superintendent hereby accepts employment on the following terms and conditions.

2. TERMS

The Superintendent shall be employed for a five year period commencing July 1, 2016 and terminating on June 30, 2021.

3. Work Year

The work year for the Superintendent shall be twelve-months.

4. COMPENSATION

A. Regular Salary:

The Superintendent compensation shall include, in consideration for services provided, the following as regular compensation:

FY 17 July 1, 2016 - June 30, 2017 \$ 149,000

Increases: These will be determined based on the district accountability level according to the following table. Once the district accountability level is announced by the DESE, any increase will be retroactive to July 1.

Level 1 – 4% Increase

Level 2 – 3% Increase

Level 3 – 2% Increase

Level 4 – 1% Increase

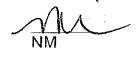
Level 5 – 0% Increase

On an annual basis this looks like this:

FY17 - \$149,000

FY18 – Previous Year + Accountability Increase (Max-Level 1 - \$154,960) (Level 3 - \$151,980)

FY19 - Previous Year + Accountability Increase (Max-Level 1 - \$161,158) (Level 3 - \$155,020)



SCM

FY20 – Previous Year + Accountability Increase (Max-Level 1 - \$167,604) (Level 3 - \$158,120) FY21 – Previous Year + Accountability Increase (Max-Level 1 - \$174,308) (Level 3 - \$161,282)

Payment of Salary and other Direct Monetary Compensation

The Superintendent salary, benefits and compensation shall be paid on a bi-weekly basis, subject to deductions required by law and those agreed to by the Superintendent and the Athol-Royalston School Regional District. All sums, including but not limited to, all salary or benefits due under any provision of this Agreement, due upon resignation, termination or death shall be paid to the Superintendent or his estate in the pay period next following same, or upon appointment of a fiduciary for the estate.

B. Prohibition Against Reduction of Salary or Direct Monetary Compensation Of Any Kind At no time during the life of this Agreement, or any extension thereof, shall the Superintendent's salary or direct monetary compensation of any kind be reduced.

5. FRINGE BENEFITS

A. Sick Leave

The Superintendent will be granted twelve (12) days of sick leave per fiscal year, and which will be credited to his account annually on July 1 of each fiscal year for days earned over the previous fiscal year. Unused sick leave may be accumulated. The Superintendent will be allowed to carry over any sick leave accumulated in his prior position as Assistant Superintendent.

B. Personal Leave

The Superintendent may take three (3) days of personal leave per year.

C. Bereavement Leave

The Superintendent is granted five (5) days bereavement leave for a death in the immediate family.

D. Health Insurance

The Committee agrees to pay the same percentage of the cost of the District provided medical and dental insurance as is provided to all other employees.

E. Superintendent's Expense

The Athol-Royalston School District shall bear the expenses incurred by the Superintendent up to a total of \$1500.00 annually contingent upon approval by the School Committee for the following purposes:

- o Attendance at workshops, leadership academies and college courses within the geographic region (i.e. New England).
- o The cost of dues paid and membership in the Massachusetts Association of School Superintendents (M.A.S.S.), the American Association of School Administrators (AASA).
- Registration for participation in the Massachusetts Association of School Superintendents'
 Annual Executive Institute or the joint MSAA-MASC Annual Conference.



F. MASC/MASS

The Committee agrees to pay for and allow the Superintendent to participate in MASC/MASS sponsored New Superintendent induction program.

G. Cell Phone and Plan

The Committee agrees to provide the Superintendent with a school issued cell phone and plan.

H. Life Insurance

The Committee agrees to pay the same percentage of the cost of the District provided Group life insurance policy as is provided to all other employees.

I. Vacation

- 1. The Superintendent shall be entitled to twenty-five (25) paid vacation days between July 1 and June 30 during each year of the fiscal years covered by this agreement. The Superintendent shall be allowed up to ten (10) days to be carried over from the previous year, with the approval of the School Committee, allowing for up to thirty-five (35) days to be utilized in any one year covered by this Agreement.
- 2. The Superintendent will ensure that the Central Office Personnel are notified as to where he can be reached during periods when he is on vacation.
- 3 Accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement, or termination at the then in effect per diem rate of pay.
- 4. The Superintendent shall be entitled to all holidays recognized by the Athol-Royalston Regional School District and made available to any other employee. These holidays include:

New Year's Day
Memorial Day
Veteran's Day
Martin Luther King Day
Independence Day
Thanksgiving
President's Day
Labor Day
Day after Thanksgiving
Columbus Day
Christmas Day

6. STATE RETIREMENT ASSOCIATION

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

7. DUTIES

The Superintendent shall perform faithfully to the best of his ability the duties of Superintendent.

8. PERFORMANCE

- A. The School Committee shall evaluate the performance of the Superintendent in writing in accordance with a Massachusetts State Educator Evaluation Program. Such instrument shall be considered as part of and incorporated by reference in this document and shall:
 - 1. Be signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement

of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

- 2. In addition, the Superintendent shall meet with the School Committee, at least once each year for the purpose of discussing his performance as well as the working relationship between the Superintendent and the School Committee.
- 3. The School Committee shall promptly and discreetly refer to the Superintendent, in writing for his study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his performance.
- 4. The performance assessment shall be used for the following purposes:
 - a. To strengthen the working relationship between the Superintendent and the School Committee, and to clarify for the Superintendent the responsibilities the School Committee relies on the Superintendent to fulfill;
 - b. To discuss and establish mutual goals for the ensuing fiscal year.

9. CERTIFICATION

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent of the Athol-Royalston Regional School District in the Commonwealth, as required by M.G.L., Chapter 71, Section 38G.

10. OTHER ACTIVITIES

The Superintendent shall not, without prior permission of the School Committee, undertake any elected office or employment which requires his presence or attention during any regular business day or which derogates from his professional responsibilities and duties as Superintendent. The Superintendent may, however, accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he sees fit, provided they do not derogate from his duties as Superintendent. The Superintendent, on such occasions, will ensure that the Central Office personnel are notified as to where he can be reached should the need arise.

11. TERMINATION OF EMPLOYMENT CONTRACT

A. Termination of Employment contract by the Superintendent

The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving one hundred and twenty (120) days notice in writing to the School Committee prior to the desired termination date. Said notice shall be sent to the Committee by certified mail, return receipt requested. Both parties to this Agreement may agree to notice of less than one hundred and twenty (120) days if requested by the Superintendent.

B. Termination of Employment Contract by the Superintendent or School Committee

This contract may be terminated for good cause. Good cause as used herein, shall be defined a misconduct, incompetence, inefficiency, conduct unbecoming a Superintendent, physical or mental incapacity, or insubordination.

12. ENTIRE AGREEMENT

This contract embodies the whole agreement between the Athol-Royalston School District and the

NM

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 in writing and signed by the party against whom enforcement thereof is sought.

13. 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.

14. INDEMNIFICATION

The Committee agrees to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence resulting in the bodily injury to any person or in damage to the property of any person while the Superintendent is acting within the scope of his employment or under the direction of the Committee as permitted by M.G.L., Chapter 258.

15. PRECEDENCE OF AGREEMENT

This agreement takes precedence over any prior employment contract that might have been entered into by the parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement:

ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT

DATED:

Nancy Melbourne

Chair, Athol-Royalston Regional School District Committee

By:

Steven C. Meyer Superintendent

NM

(S) SCM