

MEMORANDUM of AGREEMENT

This MEMORANDUM of AGREEMENT is made by and between the Town of Bourne, Massachusetts, a municipal corporation in Barnstable County, Massachusetts, acting by and through its School Committee, hereinafter referred to as the "Committee" and Dr. Kerri Anne Quinlan-Zhou, hereinafter referred to as the "Superintendent".

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

ARTICLE ONE – EMPLOYMENT

- 1-1. The Committee hereby employs DR. Kerri Anne Quinlan-Zhou as Superintendent of Schools and Dr. Kerri Anne Quinlan-Zhou accepts the appointment under the terms and conditions set forth herein.
- 1-2. The term of this Agreement shall be for the period of March 2, 2020 through June 30, 2024 and shall terminate on that date absent a specific written agreement to extend it; provided the School Committee shall notify the Superintendent in writing by December 30, 2023, if it does not intend to renew the contract for at least one year. If the Committee does not notify the Superintendent by December 30, 2023, that it does not intend to renew this Agreement, it shall be renewed for a one-year period.
- 1-3. The Superintendent agrees to all of the lawful rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and the legal functions and responsibilities of Superintendents of Schools. In the event that the Committee adopts a rule, regulation or policy that is in conflict with any portion of this AGREEMENT, then this AGREEMENT shall prevail.
- 1-4. The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the children and the general community served by the Bourne Public Schools and it shall reflect a clear understanding that the Committee is the establishing agent of all school system policy and that the Superintendent has the responsibility to administer said policy with proper authority, in a sound, fair and ethical manner.

ARTICLE TWO – CONDITIONS OF EMPLOYMENT

- 2.1 The Parties may terminate this Agreement at any time by mutual agreement.

- 2.2 In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, s/he may do so by giving at least one hundred twenty (120) days' notice of his/her intention to the Committee by registered mail, return receipt requested.
- 2.3 In the event of disability by illness or incapacity that cannot be accommodated reasonably, the Committee may terminate this Agreement by written notice to the Superintendent at any time after the Superintendent (a) has exhausted any accumulated sick leave and such other leave as may be available, and (b) has been absent from her employment due to such disability for 180 days within any 12-month period or 90 consecutive days. If a question arises concerning the capacity of the Superintendent to return to his/her duties, the Committee may request that the Superintendent submit to a medical evaluation conducted by a doctor of its choosing and paid by the Committee to determine the Superintendent's ability to perform the essential functions of the position with or without reasonable accommodations. The Superintendent's failure to cooperate in such an examination shall be "good cause" for dismissal.
- 2.4 Notwithstanding any provision to the contrary, this Agreement may be terminated for good cause as defined by relevant Massachusetts school employment case law and/or statute in which case any and all financial and other obligations by either party shall cease.
- 2.5 In the event this Agreement is terminated for good cause, where good cause exists, the Committee may discharge the Superintendent, terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and causes or causes for his/her proposed discharge and has been given the opportunity for a meeting with the Committee prior to official action being taken. Said meeting shall be convened in Executive Session unless the Superintendent requests the meeting be held in public. The Superintendent may have counsel present at such Executive Session who shall be entitled to speak on behalf of the Superintendent. The Committee shall provide fourteen (14) days written notice of said meeting with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended actions. Such meeting shall be held in accordance with the requirements of Chapter 30A of the Massachusetts General Laws. Nevertheless, the Committee may immediately suspend the Superintendent from all duties prior to the meeting with pay and until a final determination is made on discharge by the Committee.

Within thirty (30) calendar days after the vote of the Committee to discharge the Superintendent, he/she may seek review of such action by filing a request for arbitration with the American Arbitration Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall issue his/her written decision not later than sixty (60) calendar days from the date of the close of the hearing, although the parties may agree to extend that period by not more than thirty (30) additional calendar days for the purpose of filing written briefs with the arbitrator. The remedial authority of the arbitrator shall be limited to an award of back pay damages as well as damages for not more than the balance

of the term of the Agreement, and shall not include authority to reinstate the Superintendent. The expense and fees of the arbitration proceeding shall be borne equally between the parties.

ARTICLE THREE – POSITION RESPONSIBILITIES

3-1. Duties

3-1.1. The Superintendent shall perform faithfully, to the best of his/her ability, the duties of the Superintendent of Schools and shall serve as Executive Officer of the Committee as provided in Chapter 71, Section 59 and all other applicable General Laws of Massachusetts.

3-2. Administration and Supervision

3-2.1. Subject to the General Laws of Massachusetts and all legally binding contracts in effect within the School Department, the Superintendent shall have the authority and the latitude to assign and manage all personnel so that the interests and needs of the School Department are best served. This leadership requirement shall include the selection, placement and transfer of qualified personnel and the direction of instructional, special needs, financial, and other education and related staff and programs. As to all matters for which final authority is vested with the Committee, whenever possible, the Superintendent's advice and counsel will be solicited before the Committee makes a final decision.

3-2.2. Both collectively and individually, the Committee shall promptly refer all criticism, complaints and suggestions brought to its attention to the Superintendent, as appropriate, for study, recommendation and subsequent action.


3-3. Performance Review

3-3.1 The Superintendent shall be evaluated annually based on Standards adopted by the Board of Education and the related rubrics developed by the Department of Elementary and Secondary Education (DESE).

ARTICLE FOUR – COMPENSATION AND BENEFITS

4.1.

From 03/02/2020 to 06/30/2020 the Superintendent shall be paid an annual salary of \$167,500 which will be prorated. Salary will be paid weekly in equal installments. The Superintendent shall be paid an annual salary

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commencing as of July 1, 2020 of \$167,500 through June 30, 2021. Salary will be paid weekly in equal installments.

- 4.2 Effective July 1, 2021 to and through June 30, 2022, increase the base salary by two and three quarters percent (2.75%), provided she attains an overall rating of "proficient" on her most recent evaluation.

For the 2022-2023 fiscal year, the Committee and the Superintendent shall meet prior to April 30 for the purposes of reviewing the Superintendent's salary.

- 4.3 The Superintendent's salary, specific benefits or compensation shall not be reduced during the life of this Agreement or any addendum, modification or amendment hereto.
- 4.4 The Superintendent shall be entitled to all employee insurance plans (medical, hospital, life, dental etc.) available to other professional administrative personnel of the Bourne Public Schools on the same terms and conditions as applicable to other professional administrative personnel.

ARTICLE FIVE – VACATION AND RELATED LEAVE CONSIDERATIONS

5-1. Vacation

- 5-1.1. From March 2, 2020 to June 30, 2020, the Superintendent shall be entitled to five (5) vacation days. On March 2, 2020 the Superintendent will be credited with five (5) days of vacation "upfront" and may use the same at his/her discretion. As of July 1, 2020, the Superintendent shall be entitled to twenty (25) paid vacation days annually. As of July 1, 2020 and on each July 1 thereafter, the Superintendent shall be credited with the total annual allotment of vacation days "upfront" and may use same at his/her discretion.
- 5-1.2. The Superintendent may sell back up to five vacation days per year at a per diem rate of 1/260 of the annual salary of the Superintendent. To be eligible to receive this sell back the Superintendent must notify the Committee of his/her intent to access said sell back on or before June 1st of any calendar year. Should there be exceptional and unusual circumstances that prevent the Superintendent from taking his/her allotted vacation time; the Superintendent may request to sell back an additional five (5) days of vacation at the rate outlined above. Such request by the Superintendent must be made prior to June 15th and will need to be approved by a majority vote of the Committee.

- 5-1.3 The Superintendent shall be allowed to accumulate unused or unredeemed vacation days to a maximum of (10) days to carry over to the following year. Any unused or unredeemed vacation days in excess of 10 days shall be waived.
- 5-1.4 All accumulated vacation time in accordance with this Article will be paid to the Superintendent (or his/her estate) in the next pay period following resignation, retirement, termination, or death at a per diem rate of 1/260 of the annual salary of the Superintendent.
- 5-1.5 The Superintendent shall also be entitled to all paid legal holidays granted to twelve-month employees of Bourne Public Schools.

5-2. Sick Leave

- 5-2.1 From March 2, 2020 to June 30, 2020, the Superintendent shall be entitled to three (3) days of sick leave. On the March 2, 2020 shall be credited with three (3) days of paid sick leave. On July 1 of each year of this Agreement, the Superintendent shall be credited eighteen (18) days of paid sick leave. The Superintendent may use sick leave on the same basis and for such purposes as such leave is available to employees of Bourne Public Schools.
- 5-2.2 Unused sick leave shall carryover from year to year up to 180 days total, but shall not be eligible for any buy back.

5-3. Personal Leave

- 5-3.1 The Superintendent shall be entitled annually to three (3) paid personal days, and four (4) paid bereavement days in the event of the death of a spouse, child, parents, grandchild, grandparent, mother-in-law, father-in-law, legal guardian, sibling or of persons residing in the Superintendent's immediate household.

5-4. Additional Absences

- 5-4.1 In cases of absences over and beyond those leaves included in this section, salary shall be deducted at a per diem rate of 1/260 of the annual salary of the Superintendent.

ARTICLE SIX – EXPENSE ALLOWANCES

6-1. Professional Expenses

- 6-1.1 Reasonable reimbursement in compliance with School Committee policies will be made to the Superintendent for all expenses incurred at professional activities attended in fulfillment of her duties and responsibilities to the School

Department. Said expenses will include travel, registration fees, meals, and hotel costs. This reimbursement includes attendance at one (1) national conference and two (2) state conferences per year.

6-2. Professional Dues

6-2.1. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations:

- (a) Massachusetts Association of School Superintendents
- (b) A.A.S A
- (c) A.S.C.D.

6-3. Massachusetts Teachers Retirement System

6-3.1. The Superintendent shall be a member of the Massachusetts Teachers Retirement System as required by M.G.L. c.32.

6-4. Transportation Allowance

6-4.1. The Committee shall reimburse the Superintendent for expenses and personal automobile use for work related automobile mileage at the approved I.R.S. rate per mile.

6-5. New Superintendent Induction Program.

6-5.1 The Committee agrees to pay for the Superintendent's participation in the New Superintendent Induction Program for the 2020-2021 and 2021-2022 school years.

6.6 Cell Phone and Computer.

6-6.1 The Committee will provide the Superintendent with a cell phone and a laptop that is maintained and paid for by the Bourne Public Schools during the course of this contract.

ARTICLE SEVEN – MISCELLANEOUS CONSIDERATIONS

7-1. Professional Liability

7-1.1. The Superintendent shall be indemnified and held harmless by the Committee to the extent in accordance with Massachusetts General Laws, Chapter 258 for any

and all demands, claims, suits, actions and legal proceedings, including legal expenses that may be incurred in defending against such actions, brought against the Superintendent for actions taken within the scope of employment. This obligation shall continue in full force and effect after the Superintendent leaves her position for any reason.

- 7-1.2. If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the Superintendent, then the Committee will be under no obligation to indemnify the Superintendent pursuant to Section 7-1.1 of this Agreement beyond that required by Chapter 258.

7-2 Other Miscellaneous Provisions

- 7-2.1. Throughout the length of his/her service, the Superintendent shall maintain and provide to the Committee copies of all licenses and/or certification required by the laws and regulations of the Commonwealth of Massachusetts for the performance and execution of the duties of the position of Superintendent of Schools.
- 7-2.2. All notices hereunder shall be in writing and shall be deemed given when personally delivered or when deposited in the mail and sent by Certified Mail, Return Receipt Requested, to the parties at their respective addresses or at such other address as either party may designate to the other by like notice.
- 7-2.3. The Superintendent may engage in out-of-system engagements provided that the extent of such activities is reasonable, and provided further that no such activity poses a conflict of interest with Bourne Public Schools or is in derogation of the interests of Bourne Public Schools. Any independent consulting must be conducted during non-business days or on personal days.

ARTICLE EIGHT – ENTIRE AGREEMENT

8-1. This Memorandum of Agreement embodies the entire agreement between the Committee 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.

8-2. This contract may not be amended except by an agreement in writing signed by the parties hereto.

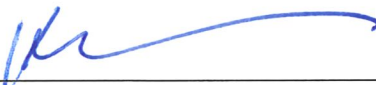
8-3. If any paragraph later found to be or part of this contract is invalid, it shall in no way

affect the remainder of the Agreement, which shall continue to be legally binding and effective as to both parties.

8-4. In the event that any disputes arise regarding the interpretation and application of any provision of this Agreement, the Superintendent and the Committee agree that they or their authorized representatives will meet in an effort to resolve their differences and in the event that said effort should not be successful, they shall participate in mediation if a mutually acceptable mediator can be agreed upon. In the event that a mediator cannot be agreed upon or mediation is unsuccessful, either party may submit its claim to a court of competent jurisdiction.


8-5. This Agreement shall be executed in three counterparts, each of which shall be deemed an original and each of which taken together shall be considered as one and the same document.

IN WITNESS THEREOF, the parties hereunto signed and sealed this Memorandum of Agreement in triplicate.



Superintendent

2-12-2020
Date



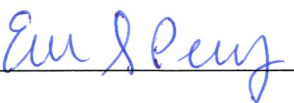
Christopher J. Hyldborg
Chairperson
Bourne School Committee

2-12-2020
Date



Maureen Fuller
Bourne School Committee

2-12-2020
Date



Em & Peng
Bourne School Committee


2/12/2020
Date



Bourne School Committee

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