

***Old Rochester Regional School Committee
Massachusetts Superintendency Union #55
Superintendent's Employment Contract***

Agreement made this 18th day of May, 2020 between [REDACTED] hereinafter referred to as the "Superintendent," and the Old Rochester Regional School & the Massachusetts Superintendency Union #55 School Committee, hereinafter referred to as the "Committee".

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

1. Employment

The Committee hereby employs [REDACTED] as Superintendent of the Old Rochester Regional School District/MA Superintendency Union #55 and [REDACTED] hereby accepts employment as Superintendent of the Old Rochester Regional School District/MA Superintendency Union #55, subject to the terms and conditions hereinafter provided.

2. Term

- a)** This agreement shall commence July 1, 2020 and shall terminate June 30, 2023. This agreement specifically excludes any rollover provision.
- b)** The Superintendent shall notify the Committee, in writing, on or before June 1, 2022, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c)** The Committee, on or before June 30, 2022, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2023, and as of such date the Superintendent's employment shall terminate.
- d)** In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2023.
- e)** Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2023, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

3. Compensation

For the 2020-2021 school year, the Superintendent shall be paid a salary of one hundred and seventy-four thousand, and forty dollars (\$174,429), payable in equal installments convenient to the parties but not less often than monthly. Included in this compensation amount

is longevity in the amount of one thousand five hundred dollars (\$1,500) for service to the Old Rochester Regional School District and Massachusetts Superintendency Union #55. Also, included in this compensation amount is nine hundred twenty-nine dollars (\$929) to be used for the after-tax purchase of a long-term disability policy. This item is not to be considered as wages pursuant to MGL Chapter 32.

On or before the fifteenth day of May, of each calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation.

The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth day of June of each calendar year.

The Committee shall evaluate and assess in writing the Superintendent's performance using an evaluation process which is consistent with the requirements of DESE Regulation 603 CMR 35.06. Said evaluation process shall include, at a minimum, the completion by a majority of each School Committee of an evaluation instrument which shall then be formed into a composite by the Chairperson of each Committee. The composite and each of the individual instruments shall then be presented to the Superintendent and placed in the Superintendent's personnel file. The composite evaluation shall include the consensus, where it exists, among the individual Committee members of recommendations for areas of improvement and of the Superintendent's strengths. The Superintendent shall have the right to make a written response to the composite, which shall also be placed in the Superintendent's personnel file. The composite of said evaluation may be made public by the Committee.

The Superintendent, through the School Committee Chairperson(s), may meet on an individual basis with a School Committee member in a good faith effort to mitigate performance evaluation concerns that may arise at any point during the term of this contract.

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

The Superintendent will receive a one-time relocation/moving expense stipend not to exceed \$2,500, if he moves to one of the district towns within the first two years of the original contract only.

The Committee and the Superintendent agreed on a merit-based salary increase determined by the superintendent's annual performance on a two-year evaluation cycle. If the committee's composite evaluation concludes that the Superintendent successfully met all his goals, the Superintendent's compensation for the following year will include up to a 3% increase. If the Committee's composite mid cycle evaluation concludes that the superintendent had made significant progress towards his goals, the Superintendent's compensation for the following year will include up to a 3% increase.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive

Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

The Superintendent is responsible for proposing organization, reorganization and arrangement of administrative and supervisory staff in manners that best serve the school district. The School Committees are responsible for approving job descriptions as well as approving the creation of new positions.

The Superintendent's powers 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.

The Committee, individually and collectively, will refer to the Superintendent for his study and recommendation on criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the Superintendent's attention.

The Superintendent will complete all the requirements of his doctoral program (coursework, comprehensive examinations and defense of his dissertation) by December 31, 2022.

5. Goals and Objectives

The Committee and the Superintendent shall collaborate on a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. These goals must be mutually agreed upon per 603 CMR35.02. If consensus is not reached, the Committee has the right to impose a set of goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract

6. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent.

7. Certificate

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. Dismissal or Suspension

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance

with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

The Committee has the ability to remove the superintendent with cause, if necessary.

9. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All out of state expenses and dues must be approved in advance by the Chairs of the Committee. In lieu of mileage reimbursement, the Committee will provide a monthly car allowance of \$225.00 per month (payable over 12 months) for each year of the executed contract.

10. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (125) one hundred twenty-five days. There shall be no "sick leave buyback".

11. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees as is listed below:

- a) 70% of a health insurance premium
- b) 70% of a premium for a \$10,000 group life insurance policy

12. Vacations

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement.

Unused vacation time may be carried forward to future years in the event of reappointment to a maximum of forty (40) days. This vacation is to be taken with prior approval of the Committee chairs between July 1st and August 31st of the contract year but may with special permission of the Committee chairs be taken at some other time. Annual vacation is considered to be fully accrued as of the first day of the new contract year. The Superintendent may have the option of receiving compensation at the daily rate of his contract for up to five (5) of unused vacation days. The Superintendent shall apply for such compensation in writing at the end of each contract year.

13. Bereavement Leave

The Superintendent will be allowed up to (5) five consecutive days for bereavement for members of the immediate family. The five consecutive days are calendar days, which may include Saturday and Sunday.

14. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (5) five days per contract year for personal reasons. Personal days cannot be carried over to the next year. The Chairs of the Committee shall be notified of all personal leave days in advance.

15. Religious Days

Religious Holidays will be allowed up to five (5) per calendar year. They are not to be charged against personal or sick leave.

16. Group Income Protection Insurance

Payroll deductions for a group income protection plan (to be paid by the Superintendent) shall be made available by the Committee.

17. Tuition Reimbursement

Subject to the approval of the Chairs of the Committee, the Superintendent will be entitled to receive a maximum of (\$4,000.00) four thousand dollars per contract year for tuition reimbursement for the period of July 1, 2020 – December 31, 2022. Upon successful completion of all the requirements of his doctoral program and having provided the Chairs of the Committee evidence of such completion, the Superintendent and Committee agree to enter negotiations for the sole purpose of discussing compensation.

18. State Retirement Association

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

19. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

20. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (150) one hundred fifty days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee.

The Superintendent may request, and the Committee may consider termination on less than (150) one hundred fifty days' notice.

Should the Superintendent choose to terminate this contract and leave the employment of the Old Rochester Regional School & the Massachusetts Superintendency Union #55 School Committee to work as Superintendent in another Massachusetts school district prior to its expiration date, he shall compensate the Committee an amount equal to 10% of his annual salary.

21. Entire Agreement

This contract embodies the whole 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. This may not be changed except by agreement of all parties in writing.

IN WITNESS THEREOF, the undersigned have executed this contract the 18th day of May, 2020 and year aforesaid.

Superintendent

Cary Humphrey, Chairperson
Old Rochester Regional School Committee

Shannon M. Finning, Ph.D. Chairperson
Mass. Superintendency Union #55