

**SUPERINTENDENT OF SCHOOLS
CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made as of November 23, 2015 by and between the Rockland School Committee, herein referred to as the Committee, and _____ In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **Employment:** The Committee hereby employs _____ (hereinafter referred to as "the Superintendent") as Superintendent of Schools for the public schools of Rockland, and the Superintendent hereby accepts employment on the following terms and conditions.

2. **Term:** The Superintendent shall be employed for a three (3) year period commencing on or before July 1, 2016 and concluding on June 30, 2019. The contract may be terminated by written resignation of the Superintendent. Notice of said resignation must be given to the Chairperson of the Committee at least 120 calendar days prior to the resignation. Termination by the Committee can only occur consistent with section 4. This contract may be extended by the mutual written agreement of the parties. Absent an affirmative vote by the School Committee to extend or amend this Agreement, the Superintendent's employment shall end on June 30, 2019.

3. **Compensation:** The Superintendent's annual salary beginning July 1, 2016 will be \$170,000.00. For the period of July 1, 2017 through June 30, 2018, the Superintendent's annual salary will be \$176,800.00. For the period of July 1, 2018 through June 30, 2019, The Superintendent's annual salary will be \$183,872.00. In no case will the Superintendent's salary be reduced during the term of this contract.

4. **Termination:** Where good cause exists, the Committee may discharge the Superintendent upon a two thirds (2/3) vote, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session pursuant to M.G.L. c.39, section 23B only when this section applies. The Committee shall provide thirty (30) days written notice of said hearing and a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action.

"Good Cause" as used herein shall mean any one or more of the following: misconduct relating to Office of Superintendent, physical or mental incapacity, insubordination (meaning refusal to follow a lawful instruction of the Committee), gross incompetence, conduct unbecoming of a Superintendent, or criminal acts which could lead to a felony conviction.

Any controversy or claim arising out of or relating to the sums due on termination shall be settled and determined by arbitration, in accordance with the provisions of section 16 thereunder.

5. **Duties:** The Superintendent shall serve as the Chief Executive Officer of the Committee and shall perform the functions of said office, as they are described in Chapter 71, §59 and otherwise in the General Laws. The Superintendent shall devote his full time, skill, labor and attention to said office during the term and any extension of this agreement.
6. **Certificate:** The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying him to act as a superintendent of schools within the Commonwealth, as required by General Laws Chapter 71, section 38G.
7. **Professional Activities:** The Superintendent may accept speaking, writing, lecturing or other compensated engagements of a professional nature as he sees fit provided they do not derogate from his duties as superintendent, they are taken as vacation days, and he gives prior notice to the Committee. The foregoing shall not apply to unpaid writing, lecturing or other engagements of a professional nature, which shall be treated as professional development.
8. **Reimbursement Expenses:**
 - a. **Expenses reimbursement:** The Committee will pay the Superintendent a mileage for in-state travel reasonably incurred in the performance of her duties under the terms and conditions of this contract at the same rate teachers receive travel reimbursement. Any out of state travel must be approved in advance by the Committee chairperson. The Superintendent shall be reimbursed \$1,500.00 per year for mobile phone service. The Superintendent shall also be reimbursed up to a maximum of \$1,000.00 per year for lodging.
 - b. **Professional and association dues:** The Committee shall assume the costs of dues of national, state and local professional organizations, which shall have been initially approved by the Committee. Money for payment will be taken from the professional development account.
 - c. **State Conference:** The Superintendent shall be reimbursed for expenses for attendance at the annual MASC/MASS Joint Conference, and American Association of School Administrators. The Superintendent may, providing the funding is available, attend national meetings and conferences with the approval of the School Committee. Any out of state travel must be approved in advance by the Committee Chairperson.

9. **State Retirement:** The Superintendent of Schools shall be a member of the Teacher's Retirement System as required by M.G. L. c.32, §2.

10. **Vacation:**

a. The Superintendent of Schools shall receive thirty (30) working days as annual vacation, exclusive of legal holidays, which will be prorated for any partial year of service. The Superintendent may carry over ten (10) days per year, up to a maximum of forty (40) days based on a 247 day work year. Each July 1 the Superintendent shall be credited with the annual allotment of vacation days and may use them at his discretion. The superintendent is encouraged to use all of his vacation days each year. All accumulated vacation time will be paid to the Superintendent or his estate at her daily rate of pay, the next pay period following resignation, retirement, termination or death. For the purpose of determining the value of unused vacation days upon employment termination, the annual salary will be divided by 247 in order to establish a per diem rate.

b. The Superintendent may elect to receive a sum equal to his then in effect per diem rate of pay for unused vacation leave, up to a maximum of ten (10) days, each year beginning on July 1, 2016.

c. **Other benefits:** In addition to benefits otherwise contained in this contract, the Superintendent shall receive the following:

11. **Insurance:** The Superintendent will be able to participate in a group insurance plan offered by the Town of Rockland and may choose said plan from any of the plan offerings that are available to Rockland teachers.

12. **Dental insurance:** The Committee shall make available to the Superintendent the dental care program benefits available to all employees of the Committee.

13. **Sick leave:** The Superintendent of Schools shall be entitled to sick leave in an amount equal to, but not in excess of, fifteen (15) days of sick leave for each year of this contract and any extensions hereunder. Unused sick leave shall be cumulative. The Superintendent of Schools may use sick leave days for a short period of time to care for sick members of the immediate family. The sickness should be in the nature of an emergency. The Superintendent shall be allowed to accumulate unused sick leave to a maximum of two hundred and sixty (260) days. After completion of five (5) years of service as Superintendent, and at the expiration or termination of this Contract, shall receive a sum equal to fifty percent (50%) of his then in effect per diem rate of pay for seventy-five (75) days of such accrued sick leave. After completion of seven (7) years of service as Superintendent, and

at the expiration or termination of this Contract, shall receive a sum equal to his then in effect per diem rate of pay for seventy-five (75) days of such accrued sick leave.

14. **Holidays:** The Superintendent shall be entitled to all legal holidays and one half days before holidays recognized by the Committee and made available to any other Committee employee, but not including school vacation days that are not legal holidays.
15. **Personal leave:** The Superintendent shall be entitled to 4 days personal leave, with pay, per fiscal year, in addition to other benefits as herein provided. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation days.
16. **Bereavement benefit:** The Superintendent shall be entitled to up to five days at one time in the event of death or impending death of his spouse, domestic partner, mother, sister, brother, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law.
17. **Professional Development:** The superintendent will be reimbursed for tuition for one course per semester (including summer semester) at any accredited college or university with the prior approval of the school committee.
18. **Relationship to Committee:** The Committee shall communicate with the Superintendent at least once a year for the purposes of discussing with the Superintendent his performance, as well as the working relationship between the Committee and the Superintendent. The Committee shall evaluate the superintendent according to a mutually agreed upon evaluation process.
19. **Performance:** The Committee shall assess the performance of the Superintendent in writing in accordance with a mutually agreed upon assessment instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. Such instrument shall be considered as part of and incorporated by reference into the Superintendent's employment contract and shall:
 - a. Require the Committee to speak 'in one voice' by utilizing the composite approach explained in subsection 'a' below. In the event the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.
 - b. A summary or composite of the individual assessment compiled by Committee members shall be prepared by the Committee Chair or subcommittee designee, signed by the Superintendent, and placed in his

personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the assessment in writing and may attach his response to the assessment in his file.

- c. The Superintendent shall be provided with copies of individual Committee member's assessments and shall meet with each Committee member who has submitted an assessment to discuss its contents.
- d. The parties shall have the right to mutually waive formal performance assessment in any year of this agreement, provided, however, that the Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty or poor performance in any year when a formal assessment is not completed.
- e. The performance assessment shall be used for the following purposes:
 - i. to strengthen the working relationship between the District and Superintendent and individual members of the Committee, and to establish the responsibilities the Committee relies on the Superintendent to fulfill;
 - ii. to discuss and establish goals for the ensuing year;
- f. In addition, the Superintendent shall meet with the Committee after compilation of the composite referred to above, at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.

20. **Entire agreement:** This contract contains the whole agreement between the Committee and the Superintendent and supersedes any prior agreements between the parties. There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than set forth herein.

21. **Invalidity:** If any section or part of this agreement is found to be invalid, it shall not affect the remainder of said agreement, and said remainder shall be binding and effective against all parties.

22. **Arbitration:** Any controversy or claim arising out of or relating to any term or condition of this agreement shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. An award by the 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. Either party may invoke the arbitration provisions hereunder 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 criticism which has not been previously forwarded to the Superintendent. 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 the position.

23. **Definition of year:** For the purposes of this contract, the term "year" shall mean fiscal year. The Superintendent shall be granted contract pay and benefits pro rata for any partial years he may serve under this contract.
24. **Indemnification:** The committee agrees to indemnify the superintendent, to the extent permitted by General laws, Chapter 258, against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment alleging negligence resulting in bodily or other 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.

School Committee Chairperson _____ Date _____

Superintendent of Schools _____ Date _____