

We current have an Interim Superintendent. Attached is the previous Superintendent's contract.

CONTRACT OF EMPLOYMENT

This contract (the "Agreement" or "Contract") is made this 29th day of April, 2013 by and between the Dover-Sherborn Regional School District Committee and the Dover-Sherborn Union #50 Superintendency Committee (representing the Dover School Committee and the Sherborn School Committee) hereinafter referred to as the "Employer" and hereinafter referred to as the "Superintendent".

WITNESSETH:

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

WHEREAS, the Employer 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 Employer hereby agrees to employ the Superintendent as Superintendent of the schools of Dover-Sherborn Regional, Dover and Sherborn (hereinafter referred to collectively as "the School Districts") for a period to commence as of August 1, 2013 and to end on June 30, 2016. If the Employer does not notify the Superintendent at least six (6) months prior to the stated expiration date that it does not intend to renew this Agreement, it shall be renewed for a one year period. Notice of the Employer's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his address of record. By June 30 of each year, the Employer will notify the Superintendent whether it intends to extend this Agreement for an additional one-year period.

II. RESPONSIBILITIES/DUTIES

The administration of school policy set by the Employer pursuant to M.G.L. c. 71 §37, and 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, or termination of personnel employed or to be employed by the

School Districts consistent with State Law and contract obligations. Where state law delegates to the Employer the specific hiring authority, the Employer agrees to receive a recommendation thereon from the Superintendent. If the Employer rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis 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 School Districts shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction. The School District shall conduct its standard financial audit of books and accounts as of June 30, 2013, which is the end of its Fiscal Year.
- C. The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Employer and all Employer meetings thereof, except for executive sessions in which, as allowed by the Massachusetts Open Meeting Law, the Employer engages in (i) strategy sessions regarding negotiations of the Superintendent's contract; (ii) investigation of criminal charges or discussion regarding filing of criminal charges against the Superintendent; or (iii) meets or confers with a mediator involving litigation or decisions involving the Superintendent. The Superintendent shall serve as advisor to the Employer and make recommendations on all matters affecting the School Districts. The Superintendent shall be consulted and have the right to speak on all issues before the Employer and have a seat at the Employer table. The same rights and restrictions regarding meeting attendance shall be applicable to the Superintendent with respect to the individual School Committees within the School Districts (hereinafter referred to as "the Three Committees").
- D. Criticisms, complaints, and suggestions called to the attention of the Employer shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the School Districts, ensure responsiveness to the public and fairness to the Superintendent.
- E. The Employer 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.
- F. The Superintendent is assured that Employer rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- G. The Employer 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 Employer are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts.
- H. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day from time-to-time for personal reasons or

emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

- I. Where necessitated by this Agreement, current per diem rates will be calculated using a two hundred sixty (260) day work year.

III. EVALUATION

The Three Committees agree to evaluate the Superintendent, in writing, at least once during each fiscal year using principles and practices consistent with those codified within 603 CMR 35.00 and promulgated by the Massachusetts Department of Elementary and Secondary Education. The details of the evaluation process will be determined by agreement between the Superintendent and the Employer as soon as practical. Superintendent goals for the upcoming year will be set in collaboration with a Goals and Evaluation Subcommittee and approved by the Three Committees. Goals will be set by June 30 of each contract year.

The Three Committees will discuss and review the Superintendent's job performance with the Superintendent once annually in a manner consistent with State law no later than June 1 of each calendar year. The Superintendent may respond to the evaluation in writing and such response shall be placed in his personnel file.

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 Superintendent's regular compensation shall include, in consideration for services provided:

A. SALARY:

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

1. Base Salary

The Employer shall pay the Superintendent an annual salary of \$175,000 for FY2014 and \$185,000 for FY2015. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and shall be set by the Employer each year thereafter following the Employer's review of the Superintendent's performance as outlined in paragraph III above, and after discussion with the Superintendent in Executive Session.

2. Cost of Living Adjustment (COLA)

The Employer will negotiate with the Superintendent any cost of living adjustment (COLA) for years beyond FY2015.

3. Merit Bonus

Beginning in FY2015, an annual merit bonus of up to \$5,000 may be provided, based on the Superintendent's overall performance evaluation results on mutually agreed upon goals. Any merit bonus will be payable during the final pay period of that fiscal year. Merit bonus will not be used for purposes of baseline calculations for COLA increases.

Upon resignation, termination, or death, all salary or benefit sums owed 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. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Medical/Related Insurances

a. Health

The Blue Cross Blue Shield Plan, HMO or other applicable Health Insurance Program available to employees of the Employer shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the School Districts, including, but not limited to, premium payments on and during his retirement.

b. Dental Care

The Employer shall make available to the Superintendent a Dental Health Care Program available to all employees.

c. Vision

The Employer shall make available to the Superintendent a Vision Health Care Program available to all employees.

d. Prescriptions

The Employer shall make available to the Superintendent a Prescription Health Care Program available to all employees.

2. Life Insurance

In addition to minimum statutory plans or life insurance plans available to other employees in the School Districts, the Employer shall contribute \$400 dollars annually toward the purchase of a life insurance policy selected by the Superintendent. This payment will be made either directly as a premium payment to the company providing such coverage or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company, in either event with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

3. Annuity

In addition to the Superintendent's regular compensation the Employer 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, of \$3,000 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 and applicable Massachusetts Teaching Retirement Board and Public Employee Retirement Administration Regulations. The Superintendent may add his own contribution to the compensation paid by the Employer.

4. Paid Sick Leave in Lieu of Disability

a. In addition to leaves permissible under Family Medical Leave Act (FMLA), the Superintendent shall be credited with 15 sick days annually commencing on the first day of this contract and on the first day of each fiscal year thereafter. Upon execution of this contract the Superintendent will be granted

sixty (60) sick days in recognition of his continued employment since July 1, 2009. The Superintendent may carry over any unused sick days from one Contract year to the next, up to a maximum of two hundred (200) days, for his use during the term of the Contract.

Extended sick leave may be granted at the discretion of the Employer, and the Superintendent, at the request of the Employer, shall provide a physician's certification of illness. Upon use of more than fifteen (15) days sick leave in any fiscal year, the Superintendent, at the request of the Employer, shall provide a physician's certification of illness.

- b. Sick leave of up to seven (7) days in any school year may be used to care for an ill member of the immediate family. Additional use of sick leave may be granted at the discretion of the Employer.
- c. Bereavement leave of up to five (5) days per school year may be used.
- d. Unused sick leave shall not be reimbursed during the term of this contract, or upon resignation, termination or non-renewal of employment.

5. Computer/PDA/Cell Phone

The Employer shall provide the monthly sum of \$100 in reimbursement to the Superintendent for his use of a PDA/cell phone which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

6. Medical Examination

The Superintendent agrees to have a comprehensive medical examination once every year. A statement from the physician certifying to the physical competency of the Superintendent shall be submitted to the Employer and shall be treated as confidential information. The Employer shall pay the cost of said physical examination and reports.

C. VACATION

- 1. The Superintendent shall be entitled to twenty (20) paid vacation days annually, which shall accrue in equal installments at the end of each fiscal quarter. Unused vacation days may be carried over only into the year after they are earned, and only with the Employer's approval. Vacation days not used in the year they are earned, or, if carried over with Employer approval, in the year after they are earned, shall be lost.
- 2. In cases of vacation, sick leave, or bereavement leave, the Superintendent shall provide the Employer Chairs with advance notice, whenever possible, of such vacation or leave.
- 3. The Superintendent shall be entitled to all holidays recognized by the Employer made available to any other employee as referenced in Appendix A.

V. EXPENSES

A. REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL

1. In School District Travel. The Employer shall reimburse the Superintendent \$2,000 annually as a reimbursement for expenses and travel within the School Districts, payable without voucher.
2. Out of School District Travel. Out of School District travel expenses and reasonably necessary food and lodging consistent with the School Districts' travel policy shall be paid to the Superintendent up to the maximum defined in the fiscal year budget appropriation(s) during which the travel occurs.
3. Any other work-related expenses incurred by the Superintendent shall be reimbursed by the Employer upon submission of a written voucher for the same.

B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES

1. The Employer shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of written voucher for the same to the maximum defined in a given fiscal year's budget appropriation(s).
2. The Employer 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) Association for Supervision and Curriculum Development
3. The Employer 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 Employer shall pay up to \$3,000 annually for the Superintendent's professional development, including graduate-level course work (inclusive of tuition, fees, and/or textbooks for said course work).

VI. DISCHARGE

A. Termination by the Employer with Cause

Where good cause exists, the Employer may discharge the Superintendent. "Good cause" is defined by relevant Massachusetts case law. For purposes of the Contract, "good cause" shall mean any grounds that are put forth by the Employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system. In the event of termination, any and all financial and other obligations by either party shall cease. The Employer may discharge the Superintendent provided that, the Employer shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal and all documents on which the Employer relies in taking such action, and if he so requests, he shall be given a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision with the Committee, at which hearing he may be represented by an attorney, at his own expense, or other representative to present evidence and to call witnesses pertaining to the bases for the decision and to his

status as an employee. Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate him. The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association.

Under no circumstances shall the arbitrator award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

B. Termination by the Employer Without Cause

The Employer may terminate this Employment Agreement and the Superintendent's employment at any time prior to June 30, 2016 without cause by providing the Superintendent with at least 30 calendar days written notice and paying the Superintendent an early termination payment equivalent to six months base salary minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. In the event of termination pursuant to this paragraph, with the exception of the early termination payment, which shall be paid on or by the effective date of termination, the Employer shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Superintendent may request to use accrued vacation days prior to the separation from employment and/or the Employer may schedule the Superintendent for vacation days prior to his final day of employment.

VII. RESIGNATION

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective for one hundred twenty (120) days after notification from the Superintendent, unless the Employer fixes a lesser period of time at which the resignation or release is to take effect.

VIII. SALARY DEDUCTIONS

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

- A. The Employer shall at all times indemnify and hold harmless the Superintendent to the maximum extent 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/her then effective per diem rate of pay or \$400, whichever is greater.
- B. The Superintendent may retain, at the expense of the Employer and upon prior notice to the Employer, independent legal counsel to provide representation to the Superintendent

APPENDIX A

The current list of holidays recognized by the Employer made available to its employee include:

New Year's Eve Day
New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day