

TYNGSBOROUGH SCHOOL COMMITTEE

Contract of Employment for Superintendent of Schools with

DR. MICHAEL R. FLANAGAN

This Contract of Employment (hereinafter “the Agreement”) is made this 5th day of February, 2021, by and between the Tyngsborough School Committee (hereinafter referred to as “the Committee”) and Dr. Michael R. Flanagan (hereinafter referred to as “the Superintendent”).

1. TERMS OF EMPLOYMENT

The Committee hereby agrees to employ Dr. Flanagan as Superintendent of Tyngsborough Public Schools and Dr. Flanagan hereby accepts employment as Superintendent of the Tyngsborough Public Schools, subject to the terms and conditions hereinafter provided.

- a) This agreement shall commence July 1, 2021 and shall terminate June 30, 2025.
- b) The Superintendent shall notify the Committee, in writing on or before June 1, 2024, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c) The Committee, on or before June 30, 2024, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated date that it does not intend to renew this agreement, it shall be renewed for a one-year period. The Superintendent shall remind the Committee on or before June 1, 2024 of the need for any action regarding this contract.
- 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, 2024.

2. 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 M.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 place and in such manner as the Committee may from time to time direct.

3. GOALS AND OBJECTIVES

The Committee and the Superintendent shall mutually agree to a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. These shall be utilized by the Committee as a part of the Superintendent’s evaluation and shall be considered an addendum to this contract.

4. EVALUATION

- A) In accordance with the Department of Elementary and Secondary Education (DESE) and pursuant to the new educator evaluation regulations, 603 CMR 35.00, the new Evaluation Massachusetts Model System for Superintendents is adopted by the Tyngsborough Public Schools in its entirety. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments.
- B) The Committee shall prepare an evaluation of the Superintendent that shall be 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 evaluation in writing and may attach his response to the evaluation in his file. Discussion of the Superintendent's evaluation shall be held during an open meeting per M.G.L. c.39, s. 23.
- C) The parties shall have the right to mutually waive formal performance assessment in any year of this Agreement by specific vote or inaction provided, however, that the Superintendent shall not be subject to the discipline or discharge on the basis of neglect of duty in any year when the agreed upon performance assessment is not completed.
- D) The performance assessment shall be used for the following purposes:
 - i. to strengthen the working relationship between the District and Superintendent and to clarify for the Superintendent and individual members of the Committee or School Directors the responsibilities the Committee relies on Superintendent to fulfill;
 - ii. to discuss and establish goals for the ensuing year, including Statewide Performance Standards.
- E) The committee will meet in Executive Session to determine the Superintendent's salary/benefits following the completion of his evaluation. The committee may consider other factors and considerations to determine the Superintendent's salary/benefits.
- F) The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing for his study, review and response, any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his performance.
- G) The Superintendent shall receive a performance bonus at the time of his annual evaluation in the amount of Three Thousand Dollars (\$3000) for an overall rating of Proficient OR Exemplary, beginning in the 2020-21 school year. The School Committee will utilize a majority rule calculation to assess the Superintendent's performance on each standard and overall rating. The bonus will increase \$500 per year with continuous reviews of Proficient or Exemplary. The maximum bonus will be \$4500. In the event the Superintendent does not receive a Proficient or Exemplary evaluation, the bonus will restart at \$3000 the following year and increase accordingly.

5. COMPENSATION

Contingent upon the faithful, diligent and competent performance of the duties and responsibilities of a Superintendent of Schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following rate of pay:

July 1, 2021 – June 30, 2022	\$187,728
July 1, 2022 – June 30, 2023	\$194,298
July 1, 2023 – June 30, 2024	\$201,099
July 1, 2024 – June 30, 2025	\$205,121

6. NO REDUCTION IN BENEFITS

The Superintendent’s salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, except that this agreement may be amended at any time by mutual consent of the parties.

7. 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.

8. 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 M.G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

9. 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 for good cause which shall mean any reason put forth by the Committee in good faith that is not arbitrary, irrational or otherwise unrelated to the efficient and effective operation of the school district. The Superintendent shall be advised of the charge or charges and cause or causes for his proposed discharge and shall be given an opportunity for a hearing prior to the official action being taken.

Said hearing shall be convened in Executive Session unless the Superintendent requests that it is public. The Superintendent may be represented by Counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide fifteen (15) days written notice of said hearing with a statement of charges in sufficient detail, to place the Superintendent on notice, of the basis for such intended actions and copies of all relevant documents on which the Committee intends to rely for such action.

Any and all controversies or claim arising out of or relating to any suspension or termination of this agreement, excluding claims based on state or federal anti-discrimination laws, statutes, or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration

Rules of the American Arbitration Association. An award by an Arbitrator appointed, 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 and standards of M.G.L. c. 150C or if G.L. 150C is determined to 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 Arbitrator Association and the other party within thirty days of the date on which the claiming party knew, or should have known, of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employer relationship. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms that have not been previously forwarded to the Superintendent, pursuant to the provisions of Articles 4 or 9 of this contract.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

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

10. REIMBURSEMENT FOR TRAVEL AND EXPENSES

The Committee agrees to allocate five hundred dollars (\$500) per month to cover the Superintendent's travel, and miscellaneous expenses, payable without voucher.

11. PROFESSIONAL DEVELOPMENT, CONFERENCES, DUES and EXPENSES

The Committee 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 a written voucher for the same. The Committee encourages the Superintendent to participate each fiscal year in at least one national and any state conferences of his choosing.

The Committee shall pay 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 (M.A.S.S.) (b) AASA (c) ASCD (d) To be approved

The Superintendent is entitled to the following course reimbursement schedule:
The first course to be paid in full (100%) and the next two courses will be paid at 50% with a maximum cap of \$5,000 per contract year.

12. SICK LEAVE

The Superintendent will accrue sick leave at a rate of 17 days per year. All accrued sick time earned by Dr. Flanagan while employed by the Tyngsborough Public Schools prior to this contract, will be credited and carried forward. The Superintendent is bound to the terms outlined in the Tyngsborough Public Schools Administrator Benefits Policy.

13. HEALTH INSURANCE

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the Town of Tyngsborough, subject to terms and conditions of said coverage. The Superintendent is entitled to the same health insurance benefits provided to other employees by the Town of Tyngsborough, without regard to length of service.

14. VACATION

On July 1st of each contract year, the Superintendent will be awarded thirty (30) days of vacation. The Superintendent will notify the Chair of the School Committee, or designee, of intended plans for vacation time. The Superintendent is allowed to carry all earned vacation time into the following contract year. The Superintendent may buy back up to fifteen (15) days of unused vacation days at his then effective per diem rate on June 30th annually.

All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, termination or death at the then effective per diem rate of pay. (Calculated based on 260 work days per year)

15. HOLIDAYS

The Superintendent shall be entitled to the same holidays given to all permanent employees of the School District:

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

16. BEREAVEMENT LEAVE

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

17. PERSONAL LEAVE

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of three (3) days per contract year, with no rollover, for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

18. WORK EXTENDING BEYOND THE NORMAL WORKDAY

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

19. TAX SHELTERED ANNUITIES

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction.

20. LONGEVITY

The Superintendent will be paid the following annual stipend in addition to his base salary:

20+ years of employment in the Tyngsborough Public Schools	\$10,000
25+ years of employment in the Tyngsborough Public Schools	\$12,500
30+ years of employment in the Tyngsborough Public Schools	\$15,000

21. GROUP INCOME PROTECTION INSURANCE

The Committee will make payments to insurance companies for any combination of Life and Long Term Disability Insurance coverage, up to \$2,000 per year. In addition, as an employee of the Town of Tyngsborough, the Superintendent has the option to purchase other insurances as offered by the Town and through payroll deductions.

22. STATE RETIREMENT ASSOCIATION

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

23. 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.

24. TERMINATION BY SUPERINTENDENT

The Superintendent shall be entitled to terminate this contract prior to its expiration date, upon written notice to the Committee of one hundred fifty (150) 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 no less than one hundred fifty (150) days' notice

25. INDEMNIFICATION

- a) The Committee shall indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. 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, or for assistance in any other proceeding, including, but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body for any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$500.00, whichever is greater.
- b) The Superintendent may retain, at the expense of the Committee and upon prior notice to the Committee, independent legal counsel, except with regard to disputes between the Superintendent and the Committee, to provide representation to the Superintendent during the course of any procedure before state or federal agencies or courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and

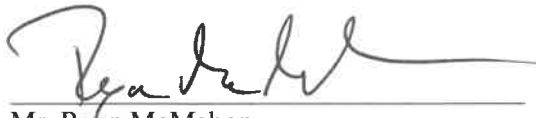
presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.

- c) This indemnification provision, Article 24, shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

26. 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 day and year aforesaid.



Mr. Ryan McMahon
Tyngsborough School Committee, Chair



Dr. Michael R. Flanagan
Superintendent of Schools

