Uxbridge School Committee
Contract of Employment for Superintendent of Schools

This Contract of Employment (hereinafter “the Agreement”) is made this 11th day of January 2023 between [Name] (hereinafter referred to as “the Superintendent”), and the Uxbridge School Committee, hereinafter referred to as “the Committee”)(collectively, “the Parties”).

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

1. Employment

The Committee hereby employs [Name] as the Superintendent of Schools for the Uxbridge Public Schools and [Name] hereby accepts employment as Superintendent of the Uxbridge Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

a) This Agreement shall commence July 1, 2023, and shall terminate June 30, 2024. This Agreement specifically excludes any rollover provision. For the purposes of proration, the regular work year is two hundred and twenty-eight (228) days.

b) Anything contained herein to the contrary notwithstanding, this Agreement will automatically terminate on June 30, 2024, (and the Superintendent’s employment shall terminate at such time) unless the Committee exercises its option to extend the Agreement as set forth in sub-section c) of this Section, or unless the Parties agree on alternative terms in writing.

c) The Committee may, in its exclusive discretion, exercise an option to extend this Agreement by three (3) years, by providing written notice to [Name] at his address of record by no later than October 1, 2023, of its intention.

3. 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 annual rate of pay:

July 1, 2023 – June 30, 2024: One Hundred Sixty Seven Thousand Dollars ($167,000.00)

The Superintendent’s salary, benefits and compensation shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death 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.

In the event that the Committee exercises its option to extend the Agreement by three (3) years, the salary for the first year of the Agreement shall be One Hundred Seventy Two Thousand Ten Dollars ($172,010.00) (covering the period from July 1, 2024 through July 31, 2025). The remaining two years of the Agreement will be negotiated between the Parties following the Superintendent’s annual evaluation.
At no time during the life of this Agreement, or any extension hereof, shall the Superintendent's salary be reduced.

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 M.G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

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 Uxbridge Public School District consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee 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 Uxbridge Public School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction.

c) The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof and shall serve as advisor to said committees and make recommendations on all matters affecting the Uxbridge Public School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

d) Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.

e) The Committee 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 Committee 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 Committee shall not, without the Superintendent's review and or recommendation, 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 Committee are consistent with those normally associated with the position of Superintendents of Schools in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.

h) The Superintendent shall fulfill all terms and conditions of this Agreement. The Superintendent shall comply with the policies and procedures of the Committee and shall
5. Goals and Objectives/Evaluation

In accordance with the Department of Elementary and Secondary Education (DESE) and pursuant to the educator evaluation regulations, 603 CMR 35.00, the Evaluation Massachusetts Model System for Superintendent's will be the recommended model of choice for the term of this Agreement. 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.

a) The Committee shall prepare an evaluation of the Superintendent which 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/her response to the evaluation in his file.

b) 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 discipline or discharge on the basis of neglect of duty in any year when the agreed upon performance assessment is not completed.

c) The performance assessment shall be used for the following purposes:

1. 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;

2. to discuss and establish goals for the ensuing year, including Statewide Performance Standards; and

3. to establish the compensation level for the following year

d) The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent in writing for his study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his performance.

The Committee and the Superintendent shall collaborate on a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis.
See Addendum A for Superintendent Evaluation Document

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 Agreement, 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, with good cause, 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. Good cause shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system.

The Committee may discharge the Superintendent upon a majority vote of a quorum of the Committee, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the charge or charges and cause or causes for his/her 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 as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent are inextricably linked to performance. 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 thirty (30) 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 action and copies of all relevant documents on which the Committee intends to rely for such action.

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.

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 Agreement. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state or national meetings and conferences. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

The Committee 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) A. A. S. A.
(c) A.S.C.D.

The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development.

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 the term of this Agreement. There shall be no "sick leave buyback".

The Superintendent may take sick leave for family/household members as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request.

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.

12. Vacations

The Superintendent shall be entitled to (25) twenty-five days of vacation during the term of this Agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee.

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

13. Bereavement Leave

The Superintendent will be allowed up to (5) five consecutive days for bereavement. 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 (4) four days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies may be allowed without loss of pay or deduction from personal or vacation leave; further, there may be occasions when the Superintendent works at home or otherwise away from the office. In such cases, the Superintendent shall advise the office of his whereabouts and be available telephonically or electronically in such cases. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime of additional compensation for said additional time.

15. Religious Days

Religious Holidays will be allowed. They are not to be charged against personal or sick leave.

16. Day before Certain Holidays

The Superintendent shall not be required to work on December 24 or December 31. The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee and included on the school calendar as such for students and teachers.
17. **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.

**Medical/Related Insurances**

The Superintendent shall be entitled to all insurance (life, medical, dental, prescriptions, long term disability) plans and benefits currently, and in the future, available to other professional personnel in the District, subject to the terms and conditions of said coverage.

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 calendar 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 calendar days' notice.

21. **Arbitration**

A. **Scope of Controversy**

Any controversy or claim arising out of or relating to any term or condition of this Agreement or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. 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 M.G.L. Ch. 150C or if Chapter 150C is determined to be inapplicable, then pursuant to the provisions of Chapter 251 of the General Laws relative to arbitration of commercial disputes.

B. **Arbitrator's Authority**

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms which have 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 Agreement, 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 his position.

23. Indemnification

The Committee 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 then-effective per diem rate of pay.

This indemnification provision shall survive expiration of this Agreement or the cessation of the employment relationship by any means or cause.

24. Technology Support

The Committee shall provide the Superintendent with a computer and any other reasonable technology to enable efficient time management and fluid communications, and the Committee shall pay for any monthly service fees.

25. Entire Agreement

This Agreement 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 the contract the day and year aforesaid.

DATE

2/23/23

Date
UXBRIDGE SCHOOL COMMITTEE

Patrick Faur
Chair

UXBRIDGE SCHOOL COMMITTEE

Barry Disnais

UXBRIDGE SCHOOL COMMITTEE

Jonathan Rota

UXBRIDGE SCHOOL COMMITTEE


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ADDENDUM TO EMPLOYMENT AGREEMENT BY AND BETWEEN
THE UXBRIDGE SCHOOL COMMITTEE AND ________________________

This Addendum to the Employment Agreement by and between the Uxbridge School Committee and ________________________ (hereinafter “the Addendum”) is made as of June 14, 2023, by and between the Uxbridge School Committee (hereinafter “the Committee”), and ________________________ (hereinafter “the Superintendent”) (collectively, “the Parties”). Where applicable, this Addendum hereby amends the Employment Agreement by and between the Uxbridge School Committee and ________________________ covering the period from July 1, 2023 through June 30, 2024 (hereinafter “the Agreement”). Where said Agreement is not amended, modified or revised by this Addendum, then such provisions shall remain in full force and effect for the duration of the Agreement. Now, therefore, the parties do hereby agree to the following:

1. **Section 2 - Term:** Change the deadline for the Committee to notify whether it intends to exercise its option to extend his contract from October 1, 2023 to February 1, 2024.

2. **Section 12 - Vacation:** ________________________ may carry over up to five (5) vacation days from the FY '23 year to the FY '24 year, provided that he must use any days carried over during the FY '24 year.
Superintendent

Signed by:

Barry DeMaurice
62308651F5556A3

UXBRIDGE SCHOOL COMMITTEE

Signed by:

April Font
B3A15C61699A45E8

UXBRIDGE SCHOOL COMMITTEE

Signed by:

David Shinnick
6F7B8147675B5434

UXBRIDGE SCHOOL COMMITTEE

Signed by:

C. E. W. Anthony
A36383D708AA7447

UXBRIDGE SCHOOL COMMITTEE

Signed by:

Benjamin Casper
922A83BF9035057E

UXBRIDGE SCHOOL COMMITTEE

Signed by:

Arene Lescinsky
6EB164F7B25A67

UXBRIDGE SCHOOL COMMITTEE

DATE

6/23/2023

DATE

6/23/2023

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ADDENDUM A for 2023-2024 Contract
June 27th 2023

STATE STANDARDS, GOALS & ANNUAL PLAN

The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five-step cycle in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the evaluation process may be amended, modified, or abbreviated by mutual agreement in writing by the Superintendent and the Committee.

DISTRICT GOALS

In addition to an evaluation using the Principles of Effective Administrative Leadership, the Committee, and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle, provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional plans shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on other goals must be entered into by no later than October 1 of each school year.

CYCLE REVIEW

On or before the 46th, 91st, 136th day of school and July 31st of each calendar year, the Superintendent shall provide a written self-evaluation on mid-cycle and end-of-cycle goals to the Committee at a duly called public meeting. His work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any other goals or standards mutually agreed upon by the parties. The goals review shall refer to the previous year's work as having been "exemplary," "proficient," "needs improvement," or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative referencing events, facts, or actions and DESE rubrics in support thereof.

SUMMATIVE EVALUATION

The Committee shall review the Superintendent's progress at the end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year. It shall complete a summative evaluation assessing the attainment of the goals against standards using the four DESE rubric ratings.

DATA SOURCES

The Committee may use whatever data sources it deems appropriate, excluding; however, anonymous surveys, provided the data it intends to use in a mid or end-cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting. Due to the unreliability and potential prejudice of anonymous or so-called "360" evaluations,
these instruments shall not be solicited or utilized as a part of the Committee's cycle review or summative evaluation.

RECEIPT AND SIGNING

The Superintendent will sign any evaluation report delivered by the Committee. Such signature shall not necessarily indicate agreement with the content thereof but rather an acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and will deliver such a response to the Chairperson of the Committee. A response copy will be attached to the evaluation and placed in the Superintendent's personnel file.

CONSENSUS DOCUMENT

The evaluation document shall consist of one document reflecting the consensus of the Committee. The Committee Chair shall compile the consensus upon submission to the Chair of each member's assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L. c. 30A, §22(e).

PUBLIC DISCUSSION

All public discussions of the superintendent’s performance will be conducted by the committee only following the Open Meeting Law and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. See Mass. A.G. FAQ.

SPECIFIC WRITTEN FEEDBACK

In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected, and the indicators that will determine whether or not each deficiency cited has been remediated must be outlined in writing in the evaluation.

INDIVIDUAL CONCERNS

Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter they wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent shall schedule one or more individual and private meetings with each committee member so that s/he may discuss with each member his or her concerns, conclusions, and findings concerning the Superintendent's performance before they are shared with the Committee as a whole. To avoid misunderstandings and obtain input on relevant concerns from the Superintendent prior to public discussion, committee members may raise in a public discussion any matter not first brought privately and individually to the attention of the Superintendent under this paragraph.
PROMPT NOTICE OF COMPLAINTS OR CONCERNS

Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be aware of the same or may need more time to take remedial action.

School Committee

Superintendent