

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS
CONTRACT OF EMPLOYMENT

This Contract of Employment is made this 2nd day of May 2016 between the Dennis-Yarmouth Regional School Committee, (hereinafter referred to as "the Committee"), and _____, (hereinafter referred to as _____ or "the Superintendent").

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

1. Employment: The Committee hereby agrees to employ _____ as Superintendent of the Dennis-Yarmouth Regional School District and the Superintendent accepts employment on the following terms and conditions:

2. Term: The Superintendent shall be employed for the term commencing on July 1, 2017 and expiring on June 30, 2020.

This agreement between the parties without further action by the parties shall be extended for successive periods of one (1) year each time the anniversary date of this contract is reached if no further action is taken by the Committee. Notice of the Committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at her address of record at least one hundred twenty (120) calendar days prior to the anniversary date of this contract. The "Anniversary Date" of this agreement is defined as July 1.

In the event that the Superintendent desires to terminate the Contract before the term of service has expired, she may do so by giving at least one hundred twenty (120) days' written notice of her intention to the Committee by sending notice to the Chair of the School Committee via certified mail, return receipt requested. Such time limit may be waived by mutual agreement of both the Superintendent and the Committee.

3. Discharge:

A. Good Cause

Throughout the term hereof, the School Committee may terminate this Contract, and the Superintendent shall be subject to discharge without further recourse for inefficiency, incompetence, and conduct unbecoming the Superintendent, insubordination or other good cause. For purposes of this Agreement, "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. In addition, "good cause" shall be deemed to include loss of the Superintendent's certification and/or licenses to act as Superintendent; death of the Superintendent; disability of the Superintendent which shall be defined as an illness, injury or other incapacity for a period of at

least six (6) months in any twelve (12) month period of time which results in the inability of the Superintendent to substantially perform all of her normal duties and responsibilities. Where good cause exists, the Committee may discharge the Superintendent upon a majority 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 her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken.

B. Hearing Procedures

Said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at such hearing and 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.

C. Termination of the Superintendent's employment shall terminate this contract. This provision shall survive the termination of this contract.

4. Compensation: Effective for fiscal year 2018, the Superintendent shall be paid an annualized salary of one hundred seventy-three thousand fifty-one dollars (\$173,051.00), which the Committee agrees to pay bi-weekly. Effective for fiscal year 2019, the Superintendent shall be paid an annualized salary of one hundred seventy-nine thousand nine hundred seventy-three dollars (\$179,973.00) which the Committee agrees to pay bi-weekly. Effective for fiscal year 2020, the Superintendent shall be paid an annualized salary of one hundred eighty-seven thousand one hundred seventy-two dollars (\$187,172.00) which the Committee agrees to pay bi-weekly. The parties agree that, no less than sixty (60) days prior to the expiration of the 2019 fiscal year, they shall meet to negotiate the Superintendent's salary for the 2021 and 2022 fiscal years. At no time during the life of this Contract, or any extension hereof, shall the Superintendent's salary, specific benefits or compensation of any kind be reduced.

5. Duties: The Superintendent shall perform faithfully to the best of her ability, the duties of Superintendent of Schools, and shall serve as Executive Officer of the Committee. The Superintendent hereby agrees to be governed by the policies of the Committee, except that any conflict between those policies and this Agreement shall be resolved in favor of this Agreement.

6. Salary Deductions: The Contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, teachers' retirement provisions and other deductions authorized by the

Superintendent 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.

7. Superintendent's Certifications: The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate qualifying her to act as a Superintendent in the Commonwealth, as required by Mass. Gen. L. ch. 71, Section 38G.

8. State Retirement Association: The Superintendent shall be a member of the Massachusetts' Teachers Retirement System as required by Mass. Gen. L. ch. 32, Section 2 .

9. Other Activities: The Superintendent may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, accepting compensation as she sees fit, as well as attend professional meetings, provided they do not derogate from her duties as Superintendent. Prior to speaking engagements, the Chair will be given notice.

10. Administration and Supervision of Schools: The establishment of school policy and review and approval of a budget are accomplished by the Committee 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 and related provisions. The parties hereto agree that:

- A. The Superintendent will serve as Chief Executive Officer and Chief Educator of the School District. She shall manage the affairs of the school system in accordance with M.G.L. Chapter 71, Section 59. She will represent the School District before appropriate public and private organizations and will perform duties consistent with this position, including, but not limited to, the duties set forth in this Agreement. The Superintendent will also perform such other duties and responsibilities as may from time to time be assigned to her by the School Committee.
- B. The Superintendent shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the district consistent with State Law and contract obligations. Consistent with State Law or regulations these duties may be delegated to other Administrators and principals. The Superintendent shall be responsible for reviewing all selections for all student activities positions, including athletic coaches.
- C. The Committee or any member thereof shall promptly refer to the Superintendent for her study and recommendation, all criticisms, complaints and suggestions brought to their attention. The

Superintendent shall investigate and consider the same and report thereon to the Committee as soon as practicable thereafter.

11. Reimbursement for Expenses: The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this Contract. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state and national conferences and dues resulting from membership in the Massachusetts Association of School Superintendents, the American Association of School Administrators, and the Association for Supervision and Curriculum Development and Massachusetts Association for Supervision and Curriculum Development Affiliate.

The Superintendent shall be reimbursed at the rate of three hundred fifty dollars (\$350.00) per month for use of her personal vehicle for school activities.

12. Vacation and Personal Leave:

- A. The Superintendent shall be entitled to twenty-five (25) paid vacation days, exclusive of legal holidays, between July 1 and June 30 of each year of the Contract. Such days shall accrue at the commencement of the Contract and a maximum of ten days may be carried over to the next year.

All accumulated vacation time will be paid to the Superintendent (or her estate) in the next pay period following retirement, termination, resignation, 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.

In any given year of the Contract in which the Superintendent works less than the full contract year, vacation days will be pro-rated to reflect the proportion of the Contract year worked by the Superintendent.

- B. The Superintendent shall be entitled to three (3) days of personal leave each year of this Agreement or any extension thereof. Unused personal leave shall be allowed to accumulate to no more than three (3) days per year.
- C. In the event of death in her family, the Superintendent shall be granted a leave of eight (8) calendar days commencing with the day of death. For the purposes of this provision, the immediate family shall include: parents, spouse, children, grandmother, grandfather, grandchildren, parents-in-law, brother-in-law, sister-in-law, grandparents-in-law, sibling, uncle, aunt, niece, nephew, or other members of the immediate household.

13. Sick Leave: The Superintendent shall be entitled to fifteen (15) days of sick leave for each year of this Contract. The Superintendent shall be permitted to accrue unused sick days up to two hundred sixty (260) days, at which time the Committee's obligation under the Contract hereunder shall cease.

In the event such days are not utilized, the Superintendent, her spouse or estate will receive on her retirement, termination, resignation, or death pay up to a maximum of seventy-five (75) days of unused accumulated sick leave at three-quarters (3/4) the rate of compensation per day which said Superintendent was receiving at the time.

In the case of an unexpected prolonged absence resulting from injury, disease or illness, the Committee at its discretion may provide additional sick leave to the Superintendent for a period deemed reasonable in consideration of the best interest of the Dennis-Yarmouth Regional School District

14. Performance and Evaluation: The Superintendent shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

The Committee shall annually evaluate the performance of the Superintendent in accordance with the terms of a written evaluation instrument and process which terms are agreeable to both parties. For the life of this contract the Committee and Superintendent agree to use the Department of Elementary and Secondary Education Superintendent Evaluation Tool as required by the state.

The Committee shall evaluate the performance of the Superintendent in writing. Such instrument shall be considered as part of and incorporated by reference in this document. A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Committee chair or evaluation writing subcommittee, signed by the Superintendent and placed in her 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 her response to the evaluation in her file.

15. Fringe Benefits: The Superintendent shall be entitled to all insurance (medical, hospital, and life) benefits and all other benefits currently available to other professional personnel, such benefits not to reduce benefits expressly provided for in the Contract or to be agreed upon in the future. The Superintendent and Committee may agree to alter components of these benefits or to add benefits not currently available to professional personnel.

16. 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. The Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

17. Invalidity: If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but shall be binding and effective against all parties.

18. Arbitration: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled and determined by arbitration in accordance with the Voluntary Rules of the American Arbitration Association and judgment or decision by an Arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement. Any claim for arbitration hereunder shall be made within thirty (30) working days of the act or incident alleged as a basis for the claim or controversy.

19. Indemnification: The Committee agrees to indemnify, defend, and save harmless the Superintendent, consistent with the requirements of Mass. Gen. L. ch. 258, against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of _____ duties as Superintendent other than for claims caused by the grossly negligent, willful or malicious misconduct of _____. This clause shall survive the termination of the agreement.

20. Annuity and Credit Union: The Superintendent may participate in annuity or other investment plans pursuant to Chapter 71, Section 37B of the Massachusetts General Laws, appropriate credit unions, and payroll deduction for savings plan, provided however, that requests for participation therein are made timely as required by law and other pertinent regulations.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in Duplicate on the day and year first written above.

DENNIS-YARMOUTH REGIONAL
SCHOOL COMMITTEE

SUPERINTENDENT OF SCHOOLS