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EMPLOYMENT CONTRACT

ANTHONY C. AZAR, ED.D.

SUPERINTENDENT OF SCHOOLS

Dighton~Rehoboth Regional School District

July 01, 2014 - June 30, 2017

GENERAL

This Agreement is made by and between the Dighton~Rehoboth Regional School District Committee (herein referred to the 'Committee'), and Anthony C. Azar, Ed.D., of Rehoboth, Massachusetts, is entered into pursuant to M.G.L. c. 71, §41.

WHEREAS, the Committee shall and does employ the said Anthony Azar as and for the position of Superintendent of Schools for the Dighton~Rehoboth Regional School District for a period commencing July 01, 2014 and ending June 30, 2017, the said Anthony Azar shall and does agree to faithfully and diligently perform the duties of the Superintendent of Schools in and for the public schools of the Regional School District in accordance with and as prescribed by the Committee's guidelines and policies presently existing or as may be from time to time adopted or amended, and in accordance with the Statutes of the Commonwealth of Massachusetts and the Regulations promulgated by the Massachusetts Board of Education.

B. TERM

The Superintendent shall be employed from July 1, 2014 through June 30, 2017. The Committee will, prior to June 30, 2016, vote whether or not to enter into negotiations for a new or extended contract with the Superintendent. The Superintendent shall notify the Committee not later than March 31, 2016 of the above referenced provision. The failure of the Committee to vote prior to June 30, 2016 shall not be construed as a roll over or an extension of the Contract. In no event shall the non-renewal of the Superintendent's Contract be considered a termination of same.

C. COMPENSATION AND OTHER BENEFITS

1. **Compensation:** In consideration of performing his duties as Superintendent of Schools and Executive Officer of the Committee as provided in this contract, the Committee agrees to pay to Anthony C. Azar, Ed.D. an annual salary in the amount of \$140,000.00, payable in equal biweekly installments, subject to deductions pursuant to State and Federal law. All sums, including but not limited to all salary or benefits due under any provision of this Article, due 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. Effective on July 1, 2014 and each subsequent July 1 and upon annual satisfactory performance evaluation, the Superintendent may be eligible for a salary increase for that period.

a) In the event Dr. Azar is available for services, he may begin work as early as April 1, 2014. In such case he shall be paid a pro-rated salary based on a per diem of \$536.40 for a maximum of ten (10) work days for the months of April through May 2014. He shall prepare a timesheet for each of the days worked during that period. For the month of June 2014, up to twenty-one (21) work days, he shall be paid \$536.40 per day, calculated on the annual salary of \$140,000.00.

2. **Benefits:** The Superintendent shall be entitled to the following benefits:

- a **Health Insurance:** Payment of the prevailing rate of health insurance premiums for any of the existing health programs offered to other Dighton~Rehoboth Regional District staff members.
- b **Life Insurance:** The committee agrees to pay a five-hundred (\$500.00) premium towards a term life insurance policy.
- c **Professional Activities:** The Committee shall annually provide funds for two (2) annual subscriptions, membership in the Massachusetts Association of School Superintendents and its subsidiary organizations, and membership in additional professional organizations provided, however, such costs do not exceed budgeted amounts.

The Superintendent shall also receive reimbursement of tuition and mandatory fees for professional improvement courses, including the M.A.S.S. induction program for new Superintendents, seminars and/or professional development programs, including, but not limited to, one in-state and one out-of-state conference provided however, such expenses shall not exceed the budgeted amount. All out-of-state travel must be approved by the Committee.

- d Mileage Expenses:** The Committee shall provide the Superintendent with \$2,700.00 as compensation for in-state and in-district transportation and regular and ordinary business expenses required in the performance of his official duties during his employment under this contract. Such compensation shall be paid in monthly installments, payable without voucher. Additionally, all of out-of-district mileage expenses will be reimbursed at the usual and customary Federal rate; this reimbursement has no impact on the in-district allowance.
- e Vacation:** The Superintendent shall receive twenty-five (25) paid vacation days for this agreement, exclusive of legal holidays. Vacation days shall be taken within the year in which they are earned, and shall not be cumulative.
- f Sick Leave:** The Superintendent shall be entitled to fifteen (15) days sick leave per contract year, with accumulation of unused sick days to a maximum of 180 days.
- g Holiday and Other Leave:** The Superintendent shall not be required to work on the following holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. The Superintendent shall be entitled to three (3) days to conduct personal business that cannot be conducted on other than work time. The Superintendent shall also be entitled to five (5) paid days of bereavement leave for the death of a member of the immediate family.

D. PROFESSIONAL REQUIREMENTS AND ACTIVITIES

1. **Certification:** It is agreed that the Superintendent will furnish and maintain throughout the life of this contract, a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth of Massachusetts as required by Massachusetts General Laws. The Superintendent hereby agrees to devote his full time, skill, labor, and attention to said employment and shall perform all the duties incumbent upon and commensurate with the proper administration of the aforesaid schools during the term of this contract, however, that the Superintendent, with prior notice to the Committee Chair, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations for which he may receive compensation insofar as they do not infringe on the requirements, needs, and operations of the Dighton-Rehoboth Regional District Schools.
2. **Policy and Management:** Within the policies and guidelines adopted by the Committee, the Superintendent of Schools shall be charged with: the responsibility of organizing and managing the administration of instruction and business affairs, and the selection, placement, and transfer of personnel. The Superintendent shall be held accountable for the objectives and directives of the Committee.

Although the Superintendent is charged with the foregoing responsibilities, he may delegate authority to his supporting personnel to carry out his responsibilities. Nothing herein shall be construed to relieve the Superintendent of the duties and obligations imposed upon him by this contract, the statutes, rules and regulations adopted by the Commonwealth of Massachusetts.

The Superintendent may, with the approval of the committee, attend appropriate professional meetings at the state and national level and periodically may attend local workshops, graduate courses, and seminars related to his job assignments as noted above. Travel and living expenses for approved out-of-state conferences and seminars will be reimbursed upon receipt with standard district warrant turn around times, and in accordance with budget amounts.

The Superintendent, or his authorized representative, shall attend all meetings of the various committees, except for illness or other good cause. The Superintendent shall attend any meetings in person when required to do so by the Committee.

3. **Medical Examination:** The Superintendent does hereby agree to have a comprehensive medical examination annually and a summary statement certifying to the physical competency of the Superintendent of Schools shall be filed in his personnel folder and treated as confidential information by the school system. The Committee will assume the costs, not to exceed \$200, after third party payment for said medical examination.

E. PERFORMANCE OBJECTIVES AND REVIEW

1. **Annual Goals:** The Committee shall devote at least one (1) meeting annually in July or August to a discussion of the working relationship between the Superintendent and the Committee and after mutual discussion with the Superintendent, determine the Superintendent's performance objectives and goals for the ensuing year. If the parties are unable to agree on goals and obligations, they shall be set by the Committee. The Committee further agrees to refer to the Superintendent for his study, review, and response, in writing individually and/or collectively, promptly and discreetly, any and all criticism, complaints, and suggestions received in writing by the Committee and which, in the Committee's opinion, concerns the Superintendent or the operation of the Dighton-Rehoboth Regional District Schools.
2. **Annual Evaluation:** The Committee shall provide the Superintendent with an annual written performance evaluation in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives, and standards by which the Superintendent's performance will be measured. The evaluation shall be a composite prepared by the Committee Chair. In accordance with M.G.L. c. 30A, §21-25, the evaluation will be considered a public record to the extent required by law. The Superintendent shall give his full cooperation to the evaluation process. The Committee shall also annually meet with the Superintendent concerning a salary increase for the Superintendent.

F. TERMINATION AND OTHER REMEDIES

1. **Termination for Good Cause:** Throughout the term of this contract, the Superintendent shall be subject to dismissal for inefficiency, incapacity, conduct unbecoming a Superintendent, insubordination, or other good cause, provided the Superintendent has been informed of the charge or charges and cause or causes for his proposed discharge and has been given the opportunity for a hearing before the Committee prior to official action being taken. 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 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 action and copies of all relevant documents on which the Committee intends to rely for such action.
2. Any disputes as to termination shall be processed to arbitration pursuant to the procedures and standards contained in M.G.L. c. 71, §§41 & 42, provided, however, that the parties may initiate arbitration by filing a demand directly with the American Arbitration Association and all proceedings shall be in accordance with the rules of said Association. Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within six (6) months 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 employment relationship. 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 pursuant to the provisions of Article F1 of this contract.

3. In no case shall an arbitrator order reinstatement of the Superintendent; the arbitrator's remedial authority shall be limited to fashioning an economic remedy based on contract damages. No consequential or punitive damages will be assessed. Claims to state or federal anti-discrimination statutes are excluded from this agreement to arbitrate and must be prosecuted in accordance with law. An arbitration award shall be final and binding on the parties and may be entered and enforced in any court of the Commonwealth pursuant to MGL, c.150C or if same is inapplicable, pursuant to MGL, c.251 relative to arbitration of commercial disputes.
4. **Mutual Termination:** The parties may mutually agree to terminate the employment relationship at any time upon terms satisfactory to them.
5. **Termination by Superintendent:** In the event the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least one hundred and twenty (120) days notice of his intention to the Committee. Such notice shall be by registered mail, return receipt requested.

G. INDEMNIFICATION

1. 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, 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 \$536.40.
2. The Superintendent may retain, at the expense of the Committee and upon prior approval to the Committee, independent legal counsel 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.
3. This indemnification provision, Article G, 1. 2. and 3. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

H. ENTIRE AGREEMENT

The foregoing provisions represent the entire agreement of the parties. There are no promises, inducements, conditions, or contingencies on which the parties rely in entering this agreement except those that are contained herein.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof on the dates as indicated below in the year 2014.

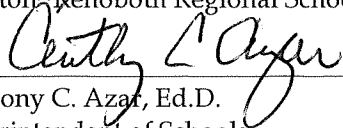
Signed:



Raymond Medeiros, Chair
Dighton-Rehoboth Regional School Committee

4/9/14

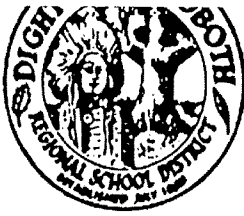
Date



Anthony C. Azar, Ed.D.
Superintendent of Schools

4/9/14

Date



DIGHTON-REHOBOTH
Regional School District
2700 Regional Road
N Dighton, MA 02764
(508) 252-5000 (508) 252-5024 (fax)
www.drregional.org

Dr. Kerri Anne Quinlan-Zhou
Assistant Superintendent

Janet Griffith
Special Education Director

Catherine Antonellis
Business Administrator

Dr. Anthony C. Azar
Superintendent of Schools

DIGHTON-REHOBOTH REGIONAL SCHOOL DISTRICT
CONTRACT EXTENSION

Name: Anthony C Azar, Ed.D.,
Superintendent of Schools

The following is an addendum to Dr. Azar's Employment contract dated 2014-2017:

- 1) Salary will be increased to \$167,000 from July 1, 2017 through June 30, 2020
After June 30, 2020 Dr. Azar will be eligible for % increases to his \$167,000.00 salary.
- 2) Removal of Travel Allowance and Reimbursement
- 3) Increase Sick Days per year to 18 days from 15 days
- 4) Contract Extension through June 30, 2022

Handwritten signature of Katherine Cooper.

Katherine Cooper, Chairperson
Dighton-Rehoboth Regional School
Committee

Handwritten signature of Anthony C. Azar.

Anthony C. Azar, Ed.D.
Superintendent of Schools

3/14/18
Date

3-14-18
Date

Cc: Personnel File

The mission of the Dighton-Rehoboth Regional School District, in partnership with parents and the community, is to provide students with the tools, including technology, to acquire knowledge, apply skills, critically analyze information and issues, and develop social responsibility.

Dighton-Rehoboth does not discriminate based on race, color, religion, gender, national origin, age, marital status, veteran status, disability, sexual orientation, gender identity, or any other legally protected group.