

Employment Contract for Superintendent of Schools
(7/1/17 – 6/30/20)

This Employment Contract, (hereinafter "Contract"), is made 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 "Committees"), and ██████████.

In consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1.0 EMPLOYMENT

The Committees hereby employ Andrew Keough as Superintendent of Schools for the public schools of the Town of Dover, Massachusetts, the Town of Sherborn, Massachusetts and the Dover-Sherborn Regional School District, ("hereinafter referred to as "the district"), and ██████████ (hereinafter referred to as the "Superintendent"), hereby accepts such employment with the terms and conditions set forth below.

2.0 TERM of CONTRACT

2.1 The Superintendent shall be employed commencing on July 1, 2017 and continuing until June 30, 2020. The Committees may, by specific action and with the consent of the Superintendent, extend the termination date of the existing Contract to the full extent permitted by state law.

3.0 COMPENSATION

3.1 The Superintendent shall be paid an annual salary at the rate of \$203,000 for the period of July 1, 2017 - June 30, 2018, \$ 207,100 for the period of July 1, 2018 – June 30, 2019 and \$211,200 for the period of July 1, 2019 – June 30, 2020.

4.0 DUTIES and RESPONSIBILITIES

4.1 The Superintendent shall faithfully perform the duties as are derived from all applicable federal, state, local laws and by-laws and from the job description, policies, and regulations of the Massachusetts Department of Elementary and Secondary Education, Board of Education and the Committees. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature of a short-term duration, so long as they do not derogate from his duties as Superintendent. The Superintendent is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the Massachusetts State Ethics Statute. The Superintendent's absence from the district on a regular work day for the purpose of pursuing his personal professional interests, rather than the interests of the district, requires the approval of the Chairperson of the appropriate School Committee.

5.0 WORK YEAR

5.1 The work year shall be on a twelve (12) month basis and the Superintendent shall devote whatever time including evenings and/or weekends as may be required to perform the duties of Superintendent of Schools.

6.0 LICENSES

6.1 The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate license for the position of Superintendent of Schools in the Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G.

7.0 ADMINISTRATION and SUPERVISION of SCHOOL DISTRICT

7.1 The Superintendent shall function as the chief executive officer of the school district and shall have complete freedom, subject to law and any legally binding contracts and policies of the Committees, to organize, reorganize and arrange the administrative and supervisory staff in such way as in the Superintendent's judgment best serves the school district. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, which shall be vested in the Superintendent and his staff, unless otherwise provided by law.

7.2 The Committees, individually and collectively, shall refer criticisms, complaints and suggestions brought to their attention to the Superintendent for study and recommendation, as appropriate to the circumstances.

8.0 OFFICE EQUIPMENT/CONFERENCES

8.1 Office Technology - The Superintendent's office will be equipped with up-to-date computer hardware and software to enable him to fulfill his responsibilities as Superintendent. This equipment shall include a laptop, which the Superintendent is free to use outside of his office, including at his home. At the conclusion of his term as Superintendent, this office equipment, including the laptop, shall remain the property of the Committees.

8.2 Conferences - Upon receipt of written documentation the Committees shall reimburse the Superintendent for the cost of transportation and attendance at one national education conference and two state educational conferences per fiscal year, not to exceed \$3,000 in any fiscal year.

9.0 STATE RETIREMENT SYSTEM

9.1 The Superintendent shall be a member of the Teachers' Retirement Association as required by the General Laws of the Massachusetts, General Laws, Chapter 32, Section 2.

10.0 PERIODIC EXAMINATION

10.1 Whenever the Committees deem appropriate, the Committees may require the Superintendent to undergo a medical and/or psychological examination to be conducted by a medical doctor (M.D.) of the Committees' own choosing to determine the Superintendent's ability to perform the essential functions of his position, provided the Committees pay for the cost of said examination to the extent it is not covered by a health insurance program offered by the Committees. The Superintendent's failure to cooperate in any such examination shall be "good cause" for dismissal.

11.0 INSURANCE BENEFITS

11.1 The Superintendent shall be entitled to all insurance benefits currently available to teachers and other administrators, such benefits not to be reduced unless expressly provided for in this Contract or agreed upon in the future.

12.0 ANNUITY

12.1 The Committees agree to contribute \$4,000 per fiscal year to the Superintendent's 403b annuity retirement account at a total cost of \$12,000 over the three years of the Contract.

13.0 MENTORING/COACHING

13.1 The Superintendent will participate in an Executive Mentoring Program or similar mentoring or coaching activity subject to the Committees' approval during his employment under the Contract.

14.0 ANNUAL VACATION AND HOLIDAYS

14.1 The Superintendent shall receive twenty-five (25) working days of vacation, which shall be credited on the first day of each Contract year, to be taken in the year in which it is earned. In the event that this Contract is terminated for any reason prior to its expiration date, the Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis, calculated at 1/225 of the Superintendent's salary at the time. Any unused vacation days shall be deemed waived unless approved beforehand by the Committees. In addition to said vacation days, the Superintendent shall be entitled to leave with pay on each holiday recognized by the Commonwealth of Massachusetts or the Committees. The Superintendent's use of vacation time is subject to the Committees' approval, which shall not be unreasonably withheld.

15.0 LEAVES

15.1 Sick Leave – The Superintendent shall be entitled to fifteen (15) days of sick leave during each year of this Contract. Sick leave shall be accumulated up to a maximum of one hundred eighty (180) days. The accumulated sick leave will not be paid out when the Superintendent leaves the district or retires. Notwithstanding the above, effective July 1, 2017,

the Superintendent will be credited with forty-five (45) days of sick leave until such time as he has had an opportunity under the terms of this Contract, or any successor Contract, to accrue such number of days. In addition to personal injury or illness, the Superintendent may use a maximum of five (5) days of his accrued paid sick leave each year for illness in his immediate family (spouse, child, parent, or relative living within his household).

15.2 Bereavement Leave –In case of death during the school year of a Superintendent’s spouse, parent, child, or person living in the Superintendent’s household, no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding five (5) school days. In case of death during the school year of a Superintendent’s grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, or sister-in-law, no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding three (3) school days. In case of death during the school year of a Superintendent’s nephew, niece, or other relative not mentioned elsewhere in this Section, one (1) day’s leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

16.0 EVALUATION

16.1 Within 30 days of commencement date of this fully executed Contract, the parties shall meet to establish goals and objectives for the 2017-2018 school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereafter provided. On or prior to July first of each succeeding school year, the parties will meet to establish goals and objectives in the same manner and with the same effect as heretofore described.

16.2 The Committees shall evaluate and assess in writing the performance of the Superintendent at least once per year during the term of this Contract. The evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives set for the year in question.

17.0 PERFORMANCE

17.1 The Superintendent shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Committees and the Superintendent and must be so noted in writing.

18.0 INDEMNIFICATION

18.1 The Committees shall indemnify the Superintendent as required by law. In addition, the Committees (or Town if applicable), at its discretion, may further indemnify the Superintendent as permitted by law.

19.0 TERMINATION

In the event this Contract is terminated, any and all financial and other obligations of either party under this Contract shall cease. This Contract shall be terminated as follows:

19.1 Mutual Agreement – This Contract may be terminated at any time by mutual agreement of the parties.

19.2 Resignation – In the event that the Superintendent desires to terminate this Contract before the term of service shall have expired, the Superintendent may do so by giving at least 120 days written notice of such intention to the Committees, with a time for such termination to be jointly established between the Superintendent and the Committees.

19.3 Dismissal for Cause – Following written notice and an opportunity to meet with the Committees, the Committees may suspend or discharge the Superintendent for “good cause.” “Good cause” shall mean any grounds put forth by the Committees which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. If the Superintendent chooses to be accompanied by legal counsel in the meeting with the Committees, he shall bear any costs therein involved.

19.4 Disability – In the event of disability by illness or incapacity, the Committees may terminate this Contract by written notice to the Superintendent at any time after the Superintendent (a) has exhausted any accumulated sick leave and such other leave as may be available, and (b) has been absent from his or her employment, for whatever cause, for 180 days within any 12 month period or for 90 consecutive days. If a question arises concerning the capacity of the Superintendent to return to his duties, the Committees may exercise its option under Section 10.1 to require the Superintendent to submit to a medical examination.

19.5 Unilateral Termination – Notwithstanding any other provision of this Contract, the Committees may, at their option, terminate this Contract by giving the Superintendent written notice that the Contract has been terminated and paying the Superintendent the equivalent of six (6) months’ salary at the rate in effect upon the date of termination or the balance of the salary due upon the expiration of the Contract’s term, whichever is less.

19.6 By Death of the Superintendent

20.0 ADMINISTRATIVE LEAVE

20.1 At any time during the term of this Contract when the Committees deem it in the best interest of the district, they may, through their chairpersons, place the Superintendent on administrative leave with full pay and benefits. Such administrative leave shall continue until the Committees as a whole meet and decide otherwise.

21.0 ENTIRE CONTRACT

21.1 This Contract embodies the whole agreement between the Committees and the Superintendent and supersedes all prior agreements between the parties. There are no other inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

22.0 WAIVER

22.1 The parties agree that any waiver of any term or provision of this Contract, by either party, shall not be binding upon the parties unless said waiver is in writing and signed by both parties.

23.0 INVALIDITY

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

24.0 CONSTRUCTION OF CONTRACT

24.1 This Contract shall be executed in triplicate, each of which shall constitute an original and shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract in triplicate this 26 day of January, 2017.

For the Dover-Sherborn Regional School Committee:

M. O'Connell
Chairperson

For the Dover-Sherborn Union #50 Superintendency Committee:

A. Hill A. HILL
Chairperson

Assented by:
[Signature]