

NAUSET REGIONAL SCHOOL DISTRICT AND SCHOOL UNION #54

CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS

This agreement, entered into on this 28th day of May, 2015, by and between the SCHOOL UNION #54, acting through the Union's Joint Committee, and the NAUSET REGIONAL SCHOOL DISTRICT, acting through its School Committee (hereinafter referred to as the "Committees"), whose members act hereunder in their representative capacity only and without any personal liability to themselves, on the one hand, and Thomas Conrad (hereinafter the "Superintendent" or "Conrad") on the other hand.

1. **EMPLOYMENT:** The Committees hereby employs Thomas Conrad as Superintendent of the public schools of the Nauset Regional School District and the Union #54, and the Superintendent hereby accepts employment on the following terms and conditions.
2. **TERM:** This agreement between the Parties, without further actions by the parties, will be for a period of three (3) years commencing July 1, 2015, and continuing through June 30, 2018. The Committees will, prior to June 30, 2017, vote whether or not to enter into negotiations for the school years 2018-2019 to 2020-2021, with the Superintendent. The Superintendent will notify the Committees no later than March 30, 2017 of the above referenced provision.

The failure of the Committees to vote prior to the June 30, 2017 shall not be construed as a rollover or an extension of the Contract. In the event that the Committees determine not to engage in negotiations for a successor or new contract, or in the event that negotiations do not result in a successor or new contract, this Contract shall expire on June 30, 2018. There is no automatic rollover provision in this Contract.

3. **TERMINATION BY THE SUPERINTENDENT:** In the event that said Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least 180 days' notice to the Committees. A termination notice of less than 180 days shall be permitted, but only if the terms are acceptable to both the Superintendent and the Committees. In the event that the Superintendent desires to exercise his rights under this provision, he will endeavor to do so in such a way as to time his termination date to correspond with the conclusion of an academic year.
4. **TERMINATION OF CONTRACT BY THE COMMITTEES:** To the extent not inconsistent with State law, the Committees agree that any termination during the term of this contract shall be only for good cause. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination. The

Committees may discharge the Superintendent provided that, the Committees shall provide the Superintendent with a written notice of intent to dismiss with a statement of charges or causes in sufficient detail to place the Superintendent on notice of the basis for such intended dismissal, and if he so requests, he shall be given a reasonable opportunity within thirty days after receiving such notice to review the decision with the Committees at which hearing he may be represented by an attorney, at his own expense, or other representative to present evidence and to call witnesses pertaining to the basis for the decision and to his status as an employee. 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. A termination occurring during the term of this agreement by the Superintendent Union shall be with the consent of the Department of Elementary and Secondary Education and shall require a two-thirds vote of the full membership of the Union Joint Committee and a two-thirds vote of the Nauset Regional School Committee. Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate him. The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest. If the language of this Paragraph is determined to be inconsistent with State law, then the applicable State law shall prevail.

5. DUTIES: The Superintendent shall serve as the Superintendent and shall perform in good faith and in full time, the duties and obligations of the Superintendent as provided in the job description (see Appendix A), and such other duties as are from time to time assigned to him by the Committees. He shall use his best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and he shall comply with all applicable laws and regulations. The Superintendent shall work 221 days per contract year. The Superintendent shall report any financial irregularities to the Committees, including but not limited to any potential deficits.
6. OTHER ACTIVITIES: The Committees encourage the Superintendent to accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not detract from the duties of Superintendent and are consistent with Ch. 268A.
7. CERTIFICATE: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent in the Commonwealth as required by M.G.L. c. 71, section 38G. The Superintendent shall furnish the Committees with written notice immediately in the event of any change in his certification, including any expiration, suspension or revocation of such certificate.
8. PHYSICAL EXAMINATION: As a condition of employment, the Superintendent does hereby agree to have a comprehensive medical examination prior to July 1, 2015, and a

statement certifying to the physical competency of the Superintendent shall be kept on file in the HR office at Central Office with the cost of said examination to be borne by the District.

9. CORI: As a condition of Employment, the Superintendent shall be required to undergo a CORI check, in compliance with State Statute, the results of which must be satisfactory to the Committees.
10. COMPENSATION: Effective July 2015, the Superintendent's annual salary will be \$174,000. Effective on July 1, 2016, and on each subsequent July 1st, during the contract term, and contingent upon annual performance evaluation, the Superintendent may be eligible for a salary increase of 1% to 2.5%. Said negotiations for possible salary increase shall be completed 60 days after the annual evaluation process of the contract year. In no event the Superintendent's salary be reduced, unless mutually agreed to by the Parties.
11. REIMBURSEMENT FOR EXPENSES: The Committees shall reimburse the Superintendent for all expenses reasonably incurred in the performance of duties under this Contract. Such expenses shall include an annual on-Cape travel allowance in the amount of \$2,845.00. To the extent required by law, appropriate tax, FICA, and retirement withholding shall be made. Attendance at and reimbursement of the actual costs of transportation and attendance at meetings and conferences at the state and national level are subject to the limits established in the Central Office budget as approved by the Joint School Committees. Such approval shall not be unreasonably withheld.
12. HEALTH/LIFE INSURANCE BENEFITS. The Superintendent shall be entitled to all medical, hospital, excluding Blue Cross-Blue Shield Master Health Plus, and life insurance benefits available to employees of the Regional School District. Such benefits do not reduce benefits expressly provided for in this contract or to be agreed upon in the future. The Superintendent shall be obligated to make the same premium contribution as other employees of the Regional School District for medical, hospital and life insurance benefits.
13. OTHER FRINGE BENEFITS: To the extent not otherwise provided for herein, the Superintendent shall be eligible for and receive the following specific benefits provided to teachers under the Teachers' Contract in effect during the duration of this contract: professional growth and development; sabbatical leave; extended leaves of absence; and court/jury duty leave.
14. ANNUAL VACATION:
 - a. On each July 1 of this contract, the Superintendent shall receive twenty-five (25) Working days as annual vacation, exclusive of legal holidays.

- b. Unused Vacation time may accumulate to fifty (50) days without further vote of the Committees. The accumulated vacation time will be paid to the Superintendent (or his/her estate) as soon as practicable following resignation, retirement, termination, or death and the appointment of an estate administrator, at the Superintendent's then per diem rate of pay.

15. HOLIDAYS: The Superintendent shall be entitled to all holidays as observed by the School District Central Office and approved school calendar.

16. SICK LEAVE: The Superintendent shall be granted 100 sick days upon appointment. Leave may also be granted for serious emergency illness requiring attention of the Superintendent for a member of his immediate household including, step families, and the following family members: spouse, domestic partner, parents, children, sister, brother, grandparents, mother-in-law, father-in-law, for the time necessary to arrange for proper care.

The Superintendent may use up to ten (10) of his own sick days in order to care for the ill family member and to arrange for further care if needed. The Committee may require, for purposes of evidence only, a physician's certificate for the necessity of such absence. Any paid leave under this section will be deducted from the Superintendent's accumulated sick leave and in cases where he has no accumulated leave; this leave shall be without pay. Parents need not be members of the immediate household to qualify for this leave

The Superintendent shall be permitted to accumulate unused sick leave to a full work year. At the termination of the employment of the Superintendent, he shall receive a sick leave buy-out payment equal to \$50.00 per day for each day accumulated from July 1, 2015 through the time of contract termination up to a maximum of 50 days.

17. BEREAVEMENT LEAVE: The Superintendent shall be entitled to up to four (4) days paid bereavement leave in the event of the death of his spouse, domestic partner, child, step-child, son-in-law, daughter-in-law, parent, step-father, step-mother, father-in-law, mother-in-law, grandparents, brother or sister, brother-in-law or sister-in-law, but not uncle, aunt, niece, or nephew unless said relative is a member of the immediate household. Up to five (5) days may be granted in case the Superintendent is designated as a fiduciary, or the funeral is over four hundred (400) miles from the place of employment.

18. PERSONAL LEAVE: The Superintendent shall be provided up to 3 personal leave days per contract year to enable him to conduct personal business which otherwise could not be conducted during after school hours. Personal days are not meant to be used to extend a holiday or vacation period. In addition, personal days are not cumulative or allowed to carry over from year to year.


19. TIME FROM DUTIES: The Superintendent shall be entitled to time from duties, when approved by the Committees, for professional advancement including graduate course work.
20. COURSE REIMBURSEMENT: The Committees shall reimburse the Superintendent for tuition and fee expenses for up to one (1) graduate course per contract year. Such course must be related to the Superintendent's major job responsibilities or to the Superintendent's improvement as a professional. Reimbursement will be paid not later than October 1 of the following school year, upon presentation of satisfactory evidence to the Committees of a grade of B or better in courses taken, together with a copy of the tuition and fees payment made by the Superintendent.
21. MEMBERSHIP DUES: Unless a financial hardship exists in the District, the Committees shall pay the annual dues for the Superintendent's membership in the Massachusetts Association of School Superintendents (MASS) and the American Association of School Administrators (AASA). The Committees expect the Superintendent to continue professional development and the Superintendent is expected to participate in relevant learning experiences.
22. RETIREMENT ASSOCIATION: The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, section 2. The Committees make no representations as to whether or not particular benefits provided for under this Agreement shall be considered compensation within the meaning of Chapter 32 for retirement benefit calculation purposes.
23. RELATIONSHIP BETWEEN COMMITTEES AND SUPERINTENDENT: The Committees shall meet with the Superintendent at least once a year for the purpose of discussing the Superintendent's job description and performance, as well as the working relationship between the Committees and the Superintendent.
24. PERFORMANCE:
 - a. The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committees and the Superintendent in writing.
 - b. Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents, and will be reported by the Committees to the appropriate state and national association of the school administrator and state educational authorities.
25. COMPLAINTS: The Committees, individually and collectively, shall promptly refer to the Superintendent all criticisms, complaints and suggestions brought to its attention, in writing.


26. RESIDENCY: It is agreed that the Superintendent will maintain a residence on Cape Cod unless otherwise agreed upon by the Superintendent and the Committees.
27. STATE ETHICS LAWS: The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities.
28. EVALUATION:
- a. The Committees shall evaluate the performance of the Superintendent on an annual basis and in writing in accordance with a procedure mutually agreed upon by the Committees and the Superintendent and in accordance with an evaluation instrument, as developed by the Department of Elementary and Secondary education for the evaluation of superintendents, which clearly articulates the duties and responsibilities by which the Superintendent's performance will be measured.
 - b. Among other uses, the performance assessment may be used for the following purposes:
 - i. To strengthen the working relationship between the Committees and Superintendent and to clarify for the Superintendent and for individual members of the Committees the responsibilities the Committees rely on the Superintendent to fulfill;
 - ii. To discuss and establish goals for the ensuing year;
 - iii. As a measure of the Superintendent's performance.
29. PERSONAL INJURY BENEFITS: Whenever the superintendent is absent from school as a result of personal injury caused by an assault and/or battery (not the result of his own provocation) occurring in the course of employment, he will be paid full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence and with no loss of any part of accumulated sick leave, said coverage under the provision not to exceed the administrator's full work year.
30. INDEMNIFICATION: The Committees shall indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions and limitations of Mass G.L. Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committees unless the Superintendent provides reasonable cooperation to the District or Committees and their legal counsel, in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Agreement.


31. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committees 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 written agreement between the Superintendent and the School Committees.

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

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the agreement, and a duplicate thereof.

By:  5-28-2016
Chairman, Naaset Regional School Committee Date:

By:  5/28/2015
Chairman, Union #54 School Committee Date:

By:  5-28-2015
Superintendent of Schools Date: