

CONTRACT OF EMPLOYMENT
BETWEEN

[REDACTED]

AND

THE GROTON-DUNSTABLE REGIONAL SCHOOL COMMITTEE
FOR THE POSITION OF
GROTON-DUNSTABLE REGIONAL SUPERINTENDENT

THIS AGREEMENT is made as of April 27, 2017 by and between the GROTON-DUNSTABLE REGIONAL SCHOOL COMMITTEE, hereinafter referred to as DISTRICT and [REDACTED] [REDACTED] hereinafter referred to as the SUPERINTENDENT.

WHEREAS, the DISTRICT desires to provide the SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools, which the DISTRICT believes generally improves the quality of its overall educational program; and,

WHEREAS, the DISTRICT and the SUPERINTENDENT believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the SUPERINTENDENT is certified as such in the Commonwealth of Massachusetts,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. EMPLOYMENT

The DISTRICT hereby agrees to employ the SUPERINTENDENT of the DISTRICT, for a period to commence of July 1, 2017 and to end on June 30, 2020. If the DISTRICT fails to notify the SUPERINTENDENT of the non-renewal of this agreement or any subsequent agreement at least two hundred seventy (270) calendar days prior to its expiration it shall be automatically renewed for an additional one-year period.

II. RESPONSIBILITIES

Administration of Schools

The administration of school policy and establishment 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 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 DISTRICT consistent with State Law and contract obligations. Consistent with the state law or regulations these duties may be delegated to other Administrators or Principals.
- 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 DISTRICT shall be through the SUPERINTENDENT. Duties and responsibilities therein shall be performed and discharged by the SUPERINTENDENT or by her staff under her direction. Regular duties include supervision and oversight of any and all federal grant programs.
- C. The SUPERINTENDENT and/or her designee shall have the right to attend all regular and special meetings of the Committee and all sub committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the DISTRICT. The SUPERINTENDENT shall be consulted and have the right to speak on all issues before the Committee and have a seat at the Committee table. It is the expectation of the Committee that the SUPERINTENDENT will, as general rule, attend all business meetings of the Committee as well as those of its subcommittees.
- D. 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, 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 carrying out statutory, managerial, administrative, or supervisory responsibilities.

III. EVALUATION

The Committee reserves the right to evaluate the performance of the SUPERINTENDENT in writing 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 and in accordance with the regulations promulgated by the Department of Elementary and Secondary Education.

The SUPERINTENDENT shall have the opportunity to submit a written response to the evaluation prepared by the Committee.

IV. REGULAR COMPENSATION

The Committee shall provide the following salary as part of the SUPERINTENDENT's compensation:

1. **Salary:** The Committee shall pay the SUPERINTENDENT an annual salary at the rate of \$182,000 for the period of July 1, 2017 through June 30, 2020. At no time during the term of this agreement shall the Superintendent's salary be reduced. The SUPERINTENDENT's salary will be reviewed on an annual basis, at least thirty (30) calendar days prior to the start of the next fiscal year, and may take into account various factors including performance evaluation. The SUPERINTENDENT's salary, benefits, and compensation shall be paid in equal installments in accordance with district practice unless otherwise agreed upon. 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 her estate in the pay period next following same or upon appointment of a fiduciary for the estate.
2. **Health Insurance:** The SUPERINTENDENT will be eligible for health and insurance benefits that are afforded to the professional employee groups in the Groton-Dunstable Regional School District.
3. **Disability Insurance:** Lincoln Financial Group (LTD) 60% of basic monthly earnings to maximum benefit of \$5000/month (paid by the district) as long as she meets the eligibility requirements of the insurer. LTD provides compensation insurance for temporary or permanent disability. Coverage becomes effective on the 91st calendar day of disability. There is no direct cost to the employee, though the premium paid will be added to the employee's W-2 wage statement. (The latter ensures that the benefit, if and when needed, will be "tax-free" to the employee.)
4. **Annual Vacation:** The SUPERINTENDENT shall accrue 2.083 per month as annual vacation (equivalent of 25 days annually), exclusive of legal holidays. Vacation days may be advanced with the consent of the Chair. The SUPERINTENDENT shall give reasonable notice of vacation days in advance to the Chair of the Committee. Upon the SUPERINTENDENT's separation from employment with the DISTRICT, she shall be paid at her then effective per diem rate of pay for any unused vacation days that have accumulated to that point.
5. **Personal Leave:** The SUPERINTENDENT shall be entitled to three (3) personal days. These days may be utilized for imperative personal business and/or legal obligations that could not be effectively conducted outside of the workday. Personal days shall not accumulate from year to year. The Chair of the DISTRICT shall be notified of use of all personal days in advance or as soon as possible if it is due to an emergency situation.
6. **Sick Leave:** The SUPERINTENDENT shall be entitled to sick leave in an amount equal to, but not in excess of fifteen (15) days of sick leave each year of the contract and any extensions hereunder. The Superintendent, upon request, may be required to furnish proper medical certification of illness or disability when she has been absent for five or more consecutive days. At its discretion, the Committee may advance up

- to 75 days of additional sick leave to cover an illness or disability, after all personal and sick leave days have been exhausted, and with proper medical certification.
7. **Bereavement Leave:** Up to five (5) school days, at any one time, with pay, in the event of a death in the immediate family. Immediate family is defined to include parent, parent-in-law, grandparent, grandchild, spouse, domestic partner, child, brother, sister, or person residing in the immediate household and one (1) day for extended family or friend.
 8. **Holidays:** The SUPERINTENDENT shall be entitled to all holidays recognized by the DISTRICT and made available to other full year district employees.
 9. **Reimbursement for Expenses:** The DISTRICT shall reimburse the SUPERINTENDENT for all expenses reasonably incurred in the performance of her duties. Such expenditure shall include attendance at appropriate local, state and national meetings and conferences that he attends, and reasonably necessary food, lodging and transportation expenses in connection therewith, on behalf of the DISTRICT. All out of state travel to be considered for reimbursement shall first be approved by the DISTRICT.
 10. **Mileage Reimbursement:** The SUPERINTENDENT shall be paid an annual amount of \$2,500 per year (\$208.33 per month), representing mileage expenses for in and out of District automobile travel. The SUPERINTENDENT shall receive this amount without the need for presentation of a voucher.
 11. **Professional Affiliations:** The DISTRICT shall annually provide funds for membership in the following professional organizations:
 - Massachusetts Association of School Superintendents
 - Massachusetts Association of Regional Schools
 12. **Induction Program and Mentoring:** The SUPERINTENDENT agrees to participate in the three (3) year mentorship program sponsored by Massachusetts Association of School Superintendents (M.A.S.S.) beginning in the 2017-2018 school year. The DISTRICT agrees to pay the 2017-18 annual enrollment fee to the M.A.S.S. for participation of the Superintendent in the "New Superintendent Induction Program". Additionally, the DISTRICT will pay the cost of years 2 and 3.

V. LICENSURE

The SUPERINTENDENT shall furnish and maintain, throughout the term of this contract, valid and appropriate licensure qualifying him to act as SUPERINTENDENT of School in the Commonwealth of Massachusetts as required by M.G.L. c. 71 § 38G and all other laws and regulations of the Commonwealth.

VI. DISMISSAL OR SUSPENSION

The DISTRICT may suspend and/or dismiss the SUPERINTENDENT during the term of this agreement in accordance with the laws and regulations of the Commonwealth. The DISTRICT may terminate or suspend the SUPERINTENDENT for good cause. If the SUPERINTENDENT is so terminated, the DISTRICT shall have no financial obligation to the

SUPERINTENDENT subsequent to the date of termination. It is agreed that good cause includes, without limitation, inefficiency, incompetence, incapacity, conduct unbecoming a SUPERINTENDENT, insubordination, the failure of the SUPERINTENDENT to achieve agreed upon goals and objectives, unsatisfactory performance, and any other ground put forward in good faith which is not arbitrary, unreasonable or irrelevant to the maintenance of an effective District.

Suspension or termination under this paragraph may not be implemented unless the SUPERINTENDENT has been given thirty (30) days notice of intent to vote to dismiss or suspend, whichever the case may be, and, if requested, a written statement of the reason or reasons for which the termination or suspension is proposed and, if requested, a hearing before the DISTRICT at which he may be represented by counsel and call witnesses on her behalf.

It is expressly understood and agreed that the non-reappointment of the SUPERINTENDENT by the DISTRICT upon the expiration of this contract, or any renewal or extension thereof, will not be considered a dismissal.

The SUPERINTENDENT may file a demand for arbitration in connection with any action taken by the DISTRICT pursuant to this Article in accordance with the labor arbitration rules of the American Arbitration Association.

Each party shall bear the expense of its representatives, participants, witnesses and preparation of representation of it's own case. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

The arbitrator shall have no power to add to, subtract from or modify, any of the terms of this agreement and in reaching his decision shall interpret this agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights of authority of the DISTRICT other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

VIII. TERMINATION BY THE SUPERINTENDENT

The SUPERINTENDENT shall be entitled to terminate this contract prior to its expiration date upon written advance notice to the DISTRICT of two hundred and seventy (270) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the DISTRICT.

IX. INDEMNIFICATION

The DISTRICT shall indemnify the SUPERINTENDENT for any financial loss to the extent permitted by MGL c. 258. The indemnification shall include legal fees and expenses,

provided the DISTRICT shall have the right to select counsel to defend the SUPERINTENDENT in any claim, which may give rise to a claim for indemnification under this paragraph.

X. INVALIDITY

If any paragraph, or part, of this agreement is invalid it shall not affect the remainder of this agreement and remainder shall be binding and effective against each of the parties to this agreement.

XI. ENTIRE AGREEMENT

This contract embodies the whole agreement between the DISTRICT 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 all parties in writing.