

**MASCONOMET REGIONAL SCHOOL DISTRICT
EMPLOYMENT CONTRACT**

This EMPLOYMENT CONTRACT made this _____ day of February 2023 by the Masconomet Regional School Committee (hereinafter referred to as the “Committee”) and Dr. Michael Harvey (hereinafter referred to as the “Superintendent”).

The Committee hereby employs the Superintendent for the Masconomet Regional School District and the Superintendent hereby accepts said employment, subject to the terms and conditions set forth in this Contract.

In consideration of the promises and of the mutual covenants herein contained, the Superintendent and the Committee hereby agree as follows:

ARTICLE ONE - EMPLOYMENT

- 1.1 **Duties:** The duties to be performed by the Superintendent shall be those set forth in the job description for Superintendent as it may be amended from time to time by the Committee (a copy of the current description being attached hereto and incorporated by reference). The Superintendent is employed subject to the general supervision and pursuant to the orders, advice and direction of the Committee. The Superintendent shall perform such other duties as are customarily performed by one holding such position and shall additionally render such other services and duties as may be assigned from time to time by the Committee.
- 1.2 **Licensure:** As a condition of employment, the Superintendent must maintain current, licensure for the position of superintendent in the Commonwealth of Massachusetts, adhere to the policies, goals and directives of the Committee, and annually must submit with the school council the educational goals and school improvement plan for the school buildings under his direction.
- 1.3 The Superintendent shall devote his time, attention and energy to the business of the school system. Consultant work is allowed so long as it does not interfere with the Superintendent’s duties. The Superintendent shall notify the School Committee Chair when absent from the school district on a normal workday.
- 1.4 The Superintendent is required to have an annual physical examination to determine fitness for duty. The District will pay any out-of-pocket expenses related to this requirement.

ARTICLE TWO - TERM OF EMPLOYMENT

- 2.1 **Term of Agreement:** The term of this Contract shall be for the period commencing July 1, 2023 and terminating June 30, 2026. Employment is subject to relevant state laws, committee policies and administrative rules and regulations which may include, but are not limited to, a criminal records check, fingerprinting and/or

physical examination as well as verification of the information provided by the Superintendent during the selection process in a form which is satisfactory to the Committee.

- 2.2 In the event that the Committee desires to renew this Agreement for an additional three year term, it will provide notice of such decision to the Superintendent by October 15, 2025. Failure to provide such notice by such date will serve as notice of the Committee's intent not to engage in a successor contract and this agreement will end on its own terms on June 30, 2026. Should the Committee and Superintendent agree to enter into a successor contract, the terms of Article 3 – Compensation for such a contract will be consistent with the terms set forth in Exhibit B to this agreement.
- 2.3 Agreement Not To Resign: As a condition of this contract, the Superintendent agrees not to resign without giving at least one hundred eighty (180) days written notice, in advance, to the Committee. Should the Superintendent resign prior to the notice period, all unused vacation shall be forfeited.

ARTICLE THREE - COMPENSATION

- 3.1. Salary: The Committee shall pay the Superintendent the following salary in full payment for services provided:

From July 1, 2023 to June 30, 2024: Two Hundred Seventeen Thousand, Five Hundred Twenty-Two Dollars and Fifty-Six Cents (\$217,522.56). Twenty-five hundred dollars (\$2,500.00) of this amount will be made payable to the Superintendent in the last pay period of the fiscal year. The remaining salary will be paid to the Superintendent in equal, biweekly installments over the course of the fiscal year.

From July 1, 2024 to June 30, 2025: Two Hundred Twenty-Two Thousand, Four Hundred Sixteen Dollars and Eighty-Two Cents (\$222,416.82). Five thousand dollars (\$5,000.00) of this amount will be made payable to the Superintendent in the last pay period of the fiscal year. The remaining salary will be paid to the Superintendent in equal, biweekly installments over the course of the fiscal year.

From July 1, 2025 to June 30, 2026: Two Hundred Twenty-Seven Thousand, Four Hundred Twenty-One Dollars and Twenty Cents. (\$227,421.20). Seven thousand five hundred dollars (\$7,500.00) of this amount will be made payable to the Superintendent in the last pay period of the fiscal year. The remaining salary will be paid to the Superintendent in equal, biweekly installments over the course of the fiscal year.

The Superintendent's salary may not be reduced during the term of this Agreement.

A. Merit Pay

Provided the Superintendent makes significant progress towards annual goals agreed to with the Committee, the Superintendent will receive the following merit-based payments. The Committee will meet to determine if the Superintendent qualifies for merit pay by April 15th of each contract year.

For the 2023/2024 work year, the Superintendent will receive \$1,000.

For the 2024/2025 work year, the Superintendent will receive \$1,000.

For the 2025/2026 work year, the Superintendent will receive \$1,000.

- 3.2 403B: The Committee will match up to \$2500 per year contribution to a 403B plan of the Superintendent's choosing.

ARTICLE FOUR - WORK YEAR

- 4.1 Work Year: The Superintendent will work a full-time, 12-month contract year from July 1 to June 30.

ARTICLE FIVE - BENEFITS

- 5.1 Vacation: Any vacation days previously accrued by the Superintendent during his prior employment with the District expire upon the first day of this agreement.

The Superintendent is entitled to twenty-six paid vacation days annually, to be earned at the rate of ½ day per week. The Superintendent may not accumulate or otherwise be compensated for unused vacation days, but the Superintendent may use earned vacation as of June 30 of any year for a period of up to three months thereafter, which earned vacation as of June 30, if not used within that additional three month period shall be forfeited. If the Superintendent leaves employment prior to June 30 of any year, he is entitled only to a pro rata share of vacation for the fiscal year in which his employment ends. If all vacation time has been utilized prior to his termination of employment, a per diem amount will be withheld from his final paycheck.

- 5.1 During the summer break when teachers and/or students are not in session, the Superintendent may work a 4-day work week by extending the length of each day so long as the total number of hours worked each week equates to a full-time schedule. The week may not be shortened to less than 4 days per work week without the use of vacation time. Adequate building coverage must be ensured when using the provisions of this paragraph.

- 5.2 The Superintendent will be credited with 18 sick days per year, accruable to 108 days.
- 5.3 The Superintendent is entitled to up to four (4) personal days per year for business that cannot be scheduled during non-work time. Unused days will be accrued to sick days at the end of the year.
- 5.4 The Superintendent is entitled to up to five (5) days per year for bereavement leave for immediate family and up to two (2) days for other relatives.
- 5.5 The Superintendent is entitled to the same medical, dental, and life insurance coverage as is offered to all other employees of the district. The district will contribute the same percentage towards the cost of insurance as it does for other administrators in the school district.
- 5.6 The Superintendent is entitled to Long Term Disability (LTD) insurance as follows: The District will pay 100% of the premium for LTD insurance with an "own occupation" definition of disability and a 90 calendar day waiting period with benefits paying 60% of salary up to age 67. The Superintendent will be provided with 90 sick days to cover this 90 day waiting period. These 90 sick days cannot be used for short term sick leave purposes.
- 5.7 The Superintendent is entitled to reimbursement for courses, seminars and other activities approved by the Committee that serve to enhance performance and skills as Superintendent, dues for membership in professional organizations, attendance at local, state, or national meetings and professional conferences, including related registration, travel and food and lodging expenses, up to five-thousand (\$5,000) dollars per year, subject to funding. Mileage for official district business and related travel will be reimbursed at the approved IRS rate.

ARTICLE SIX - RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT

- 6.1 The Committee shall meet with the Superintendent at least once during the year for the purpose of discussing his job description and performance and their working relationship. It is suggested that the Committee and the Superintendent also conduct an informal mid-year review.
- 6.2 The Committee shall evaluate and assess in writing the performance of the Superintendent consistent with the Commonwealth of Massachusetts educator evaluation, unless the Committee and the Superintendent mutually agree to use another evaluation instrument.

ARTICLE SEVEN - INDEMNIFICATION

- 7.1 To the extent permitted by Massachusetts General Laws, Chapter 258, the Committee will defend, hold harmless and indemnify the Superintendent against all civil demands, claims, suits, actions and legal proceedings brought against the Superintendent individually or in his capacity as agent or employee of the Masconomet Regional School District which may arise while the Superintendent is acting within the scope of his employment. This indemnification provision shall survive the expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

ARTICLE EIGHT – DISMISSAL, SUSPENSION OR TERMINATION

- 8.1 The Committee may dismiss or suspend the Superintendent for good cause only. Where good cause exists, the Committee may discharge or suspend the Superintendent provided the Superintendent has been informed of the charge or charges and cause or causes for his proposed discharge or suspension and has been given an 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 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. The standard of review and interpretation of good cause shall be in accordance with the standard of review and interpretation of such terms by the Massachusetts Courts under M.G. L. Chapter 71, Sections 41 and 42A prior to passage of the Education Reform Act. (See Springgate v. School Committee of Mattapoisett, 11 Mass. App. Ct. 304, 308 (1981); Lower v. North Middlesex Regional School Committee, 8 Mass. App. Ct. 536,540 (1979).
- 8.2 The Superintendent may appeal his dismissal for good cause by filing for arbitration with the American Arbitration Association regarding the Committee's vote to dismiss the Superintendent. The arbitration will be conducted under the Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge (but in no event more than 6 months of salary, whichever less) and shall not include the authority to reinstate the Superintendent to any position.
- 8.3 The Committee may, at its option, upon written notification to the Superintendent, unilaterally terminate the contract. In the event of such termination, the Masconomet Regional School District shall pay the Superintendent nine (9) months of salary or the remaining salary which would have been earned under the contract from the date of the termination notice, whichever is less.

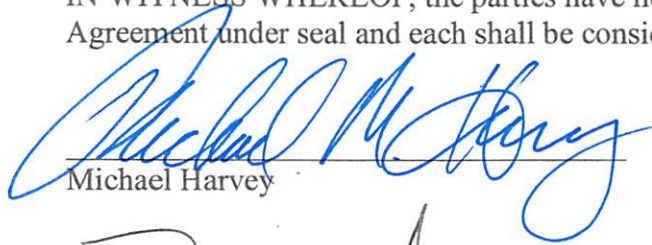
8.4 The contract may be terminated by mutual agreement or death of the Superintendent.

ARTICLE NINE - ENTIRE AGREEMENT

9.1 This contract with the attached Superintendent's Job Description and the attached addendum outlining any additional benefits is the entire agreement between the Superintendent and the Committee and may not be amended except by a writing signed by the Superintendent and the Committee.

9.2 All covenants and provisions herein shall be construed according to the laws of the Commonwealth of Massachusetts and in the event that any present or subsequent law shall have the effect of nullifying any provision of this agreement, such other provisions as shall not be affected hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed four (4) copies of this Agreement under seal and each shall be considered to be an original.



Michael Harvey

Date

3/8/23



Masconomet Regional School Committee, Chair

Date

3/8/23