

**SUPERINTENDENT OF SCHOOLS
NARRAGANSETT REGIONAL SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT**

This contract is made as of _____ by and between the Narragansett Regional School Committee, hereinafter referred to as the "Committee" and hereinafter referred to as "Superintendent."

EMPLOYMENT

The Narragansett Regional School District hereby employs -----as Superintendent of the Narragansett Regional School District, and Dr. hereby accepts employment subject to the following terms and conditions.

TERM

The Superintendent shall be employed from July 1, 2016 through June 30, 2019. The Committee will, prior to June 30, 2018, vote whether or not to enter into negotiations for a new or extended contract with the Superintendent. The Superintendent shall notify the Committee Chair no later than April 1, 2018 of the above referenced provision. The failure of the Committee to vote prior to June 30, 2018 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. If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated expiration date that it does not intend to renew this agreement or enter into negotiations for a new or extended contract, it shall be renewed for a one year period.

COMPENSATION

Effective July 1, 2016, the Superintendent's starting annual salary shall be \$145,000. Effective on July 1, 2016 and each subsequent July 1 and upon annual satisfactory performance evaluation, the Superintendent may be eligible for a salary increase for that period. For the purpose of proration, the regular work year is two hundred and sixty (260) days.

Performance Incentive Payment: The Superintendent shall establish annual performance goals at the commencement of each school year to be submitted to the Committee for their review and approval, pursuant to the terms of this Agreement. The Committee may award a merit bonus based on performance.

VACATION CLAUSE

The Superintendent shall be allowed twenty (20) days vacation per year, subject to the notification, in advance, of the Committee Chair. Under unusual circumstances, unused vacation days may be carried over one year with Committee approval.

HOLIDAYS

The Superintendent shall be entitled to all holidays as observed by the Narragansett Regional School District Central Office.

PAID LEAVES OF ABSENCE

The Superintendent shall be allowed seventeen (17) annual paid sick days.

The Superintendent may carry over any unused sick days from one Contract year to the next, up to a maximum of ninety (90) days, for his use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committee, and the Superintendent, at the request of the Committee, shall provide a physician's certification of illness. The Committee will grant extended sick leave if accrued sick leave is depleted prior to the commencement of Long Term Disability benefits. Unused sick leave shall not be reimbursed upon termination or non-renewal of his employment. The Superintendent may take sick leave for family/household members, as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. Upon use of more than seventeen days sick leave in any fiscal year the Superintendent, at the request of Committee, shall provide a physician's certification of illness.

The Superintendent may take bereavement leave as needed.

In cases of vacation, sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such vacation or leave.

TERMINATION

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so if he gives at least one hundred and twenty (120) days written notice of his intention to do so. Said notice shall be sent by registered mail to the residence of the Chairperson of the Committee.

TERMINATION: Termination for Good Cause

Where good cause exists, the Committee may discharge the Superintendent. 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 Committee may discharge the Superintendent provided that, the Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal, and if he so requests, he shall be given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committee 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 bases for the decision and to his status as an employee. 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 reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying him to act as the Superintendent for the Narragansett Regional School District as required by M.G.L.c.71, §38G. Any material misrepresentation on the Superintendent's

application for employment or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement.

DUTIES

Dr. shall serve as the Superintendent of the Narragansett Regional School District, and he shall perform in good faith and in full time, the duties and obligations of the Superintendent as provided in the job description, and other duties from time to time assigned to him by the Committee, and 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 serve as the Executive Officer of the Committee as provided in Mass G.L. Chapter 71, §59. The Superintendent shall report any financial irregularities to the Committee, including but not limited to any potential deficits.

Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job, the Superintendent may need to expend additional time beyond the normal workday, and the Superintendent agrees to do same as it is required. Such additional time includes but is not limited to time required to represent the Committee at various meetings and events, meeting with the Committee and other school and municipal boards, commissions, departments, and time necessitated by emergency situations. It is acknowledged that the position of Superintendent of Schools is that of an executive nature as that term is used in the Fair Labor Standards Act and its rules and regulations; accordingly, there shall be no paid overtime or additional compensation for said additional time. In that regard, the Superintendent shall attend all regular and special meetings of the School Committee and all committee or subcommittee meetings thereof, unless excused for leave, in which event his/her designee shall attend; and shall serve as advisor to said committees and make recommendations on all matters affecting the school district. The Superintendent shall be consulted and have the right to speak on issues before the School Committee and have a seat at the Committee table.

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, intermittent brief periods of time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation time.

Written criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and ensure responsiveness to the public. Written criticisms, complaints, and suggestions concerning the performance of the Superintendent shall be forwarded to the Committee Chair for evaluation, investigation, and follow-up as necessary.

REIMBURSEMENT FOR EXPENSES

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this contract in accordance with the laws of Massachusetts, and the policies and by-laws of the Committee.

In District Travel: The Superintendent shall be paid a \$2,000.00 a year car allowance, payable in twelve equal payments, in lieu of any mileage reimbursement.

Out of District Travel: Out of District travel expenses and reasonably necessary food and lodging shall be paid to the Superintendent with the appropriate forms and slips being submitted and approved by the Committee Chair. The mileage rate will be the Federal reimbursement amount per mile.

Technology Support: The Superintendent will be required to have and carry a cell phone which will be provided by the District. If the Superintendent elects to utilize his own cell phone in lieu of the District provided cell phone, the Superintendent will be eligible for reimbursement consistent with current policy, currently \$50 per month with documentation.

PROFESSIONAL DEVELOPMENT, CONFERENCES, DUES, AND EXPENSES

The Committee encourages the Superintendent to participate in professional development; however, the Committee, through the Committee Chair, must approve all out of state reimbursement in advance and attendance at conference(s) prior to registration. The Committee shall reimburse the Superintendent for reasonable expenses associated with professional development, including travel, food, lodging and registration expenses of professional conferences in any school year upon submission of written voucher for the same which is to be approved by Committee Chair.

The Committee shall provide reimbursement for the Superintendent to attend the Massachusetts Association of School Superintendents New Superintendent Induction Program.

The Committee shall pay dues and associated costs of membership for the Superintendent in the following professional Associations.

- Massachusetts Association of School Superintendents (M.A.S.S.)
- American Association of School Administrators (A.A.S.A.)
- Association of Supervision and Curriculum Development (A.S.C.D)
- Other as agreed to by the School Committee

FRINGE BENEFITS

The Superintendent shall be entitled to all insurance (life, medical, dental, and hospital) benefits currently available to other professional personnel in the Narragansett Regional School District School District; subject to the terms and conditions of said coverage.

Long Term Disability Insurance: The District will provide reimbursement up to one thousand dollars (\$1,000) per year towards a Long Term Disability Insurance policy. This policy shall be taken out and maintained by the Superintendent, either privately or through the group benefits offered through the District. Reimbursement of expenses will occur after premiums have been paid and appropriate documentation has been submitted. The amount of the reimbursement shall be reviewed annually and, if necessary, adjusted by mutual agreement by creating an amendment to this contract following the procedures outlined in the ENTIRE AGREEMENT section.

MEDICAL EXAMINATION

At the Committees request, the Superintendent agrees to have a comprehensive medical examination once every year. A statement from the physician certifying to the physical competency of the Superintendent shall be submitted to the Chair of the School Committee and shall be treated as confidential information. The District shall pay the cost of said physical examination and reports.

ABILITY TO CONSULT

The Superintendent, using vacation time, may consult for up to five days per year provided that said consulting does not interfere with his performance of duties as Superintendent and is consistent with Chapter 268A. The Superintendent shall notify the Committee Chair, in writing, of the nature of such consulting.

EVALUATION

The Committee shall annually evaluate the performance of the Superintendent, in writing, in accordance with an evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent’s performance will be measured. The Committee shall evaluate the performance of the Superintendent annually, no later than June. The Superintendent will submit, no later than September 1 of each year, his goals and objectives to the Committee for their review and approval. The Committee shall vote on the composite evaluation compiled by the Committee Chair or designee, and the Superintendent may attach his response, if any, thereto. The standards and processes in the evaluation process shall be consistent with regulations issued by the MA Department of Elementary and Secondary Education for superintendent evaluations as revised most recently.

INDEMNIFICATION

The Committee shall indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions 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 Committee unless the Superintendent provides reasonable cooperation to the District or Committee 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.

ENTIRE AGREEMENT

The Contract embodies the entire agreement between the Committee, and the Superintendent, and there are no inducement, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the School Committee, and the Superintendent. Any part of this contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed by the Parties, and attached to this Agreement. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

INVALIDITY

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the _____ day of _____, 2016.

Superintendent

Date: _____

Chair of the Narragansett Regional School
Committee

Date: _____