

**North Middlesex Regional School District School Committee  
Ashby – Pepperell – Townsend, Massachusetts  
Superintendent's Employment Agreement**

**July 1, 2021 - June 30, 2027**

This Agreement is made on this 1st day of July, 2021 by and between Brad M. Morgan, hereinafter referred to as "Morgan" or "Superintendent", and the **North Middlesex Regional School District** School Committee, hereinafter referred to as the "District" or "Committee".

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

**1. Employment**

The Committee hereby employs Brad M. Morgan as Superintendent of the **North Middlesex Regional School District** Public Schools and Brad M. Morgan hereby accepts employment as Superintendent of the **North Middlesex Regional School District** Public Schools, subject to the terms and conditions hereinafter provided.

**2. Term**

This Agreement will commence on July 1, 2021 and end on June 30, 2027, unless otherwise terminated sooner by either party pursuant to this Agreement. Both parties agree that they shall notify the other party no later than June 30, 2026, of the party's intention to either renew, or not to renew, this Agreement. If the Committee does not notify the Superintendent prior to the stated date that it does not intend to renew the agreement, it shall be renewed for a one (1) year period.

**3. Compensation**

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent a salary of \$203,606 for the period of July 1, 2021 through June 30, 2022. Provided the Superintendent achieves an overall rating of proficiency following the process set forth in Section 5, below, he will receive the following annual percentage increases:

| Fiscal Year                | Annual Percentage Increase |
|----------------------------|----------------------------|
| July 1-2022 – June 30,2023 | 2%                         |
| July 1-2023 – June 30,2024 | 2%                         |
| July 1-2024 – June 30,2025 | 3%                         |
| July 1-2025 – June 30,2026 | 3%                         |
| July 1-2026 – June 30,2027 | 3%                         |

On or before the fifteenth day of June of each contract year, the parties shall meet to review the Superintendent's compensation in the upcoming contract year. Such discussions shall include considerations of merit as determined by an evaluation process and/or considerations of the Superintendent's overall performance in accordance with M.G.L. Chapter 71 Section 38 and its regulations; provided, however, that the failure of the School Committee to complete or conduct the goals setting and evaluation process shall not be deemed a violation of this Agreement nor limit or restrict the discretion of the Committee in either extending or not extending this Agreement or discharging the Superintendent, nor with respect to its right to decline pay raise requests.

The Superintendent's salary shall be earned ratably in each of the contract years and shall be prorated for work of less than a full contract year. The Superintendent's salary shall not be reduced at any time during the term of this Agreement or extension hereof.

The Superintendent's salary is subject to withholdings for state and federal taxes and other lawful deductions and shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

#### **4. Duties and Responsibilities**

The Superintendent shall, competently, faithfully, efficiently, professionally, promptly and in a becoming manner, perform all of the duties of Superintendent of Schools, including but not limited to the services, duties and obligations required by this Agreement, as required by applicable state and federal laws and regulations, as required by the lawful rules, regulations, policies and decisions of the Committee, and as affected by the collective bargaining and other agreements of which the Committee is a party.

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, meetings with the Committee and other school and municipal boards, commissions, departments, and time necessitated by emergency situations. Because the Superintendent's work day is flexible and frequently extends beyond normal working hours, time off during the day for personal reason or emergencies will be allowed without loss of pay or deduction from personal or vacation time. 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 the event the Superintendent expects to be absent from work for more than three (3) consecutive working days, the Superintendent shall notify the Chairman of the Committee, in advance if possible.

#### **5. Goals and Objectives**

The Committee and the Superintendent shall attempt to mutually agree to a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. The Committee retains the right to set and approve all goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this Agreement.

The Committee will evaluate the Superintendent's performance as Superintendent of Schools annually consistent with the requirements for evaluating Superintendents promulgated by the Department of Elementary and Secondary Education, including following the five-step cycle for the evaluation of Superintendents. Upon completion of the evaluation process, the Superintendent's written evaluation shall be signed by the Chair of the Committee and the Superintendent and shall be placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of the receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

#### **6. Professional Activities**

The Superintendent shall devote his full time, attention, and energy to the business of the North Middlesex Regional School District. However, the Committee encourages the Superintendent's

continuing professional growth through his participation in professional activities. The Committee shall reimburse the Superintendent for attendance including travel, food, lodging, and registration expenses of professional conferences and workshops in any school year upon submission of a written receipt for the same, up to a maximum of fourteen thousand dollars (\$14,000) per year. The Superintendent may request additional funds per year for participation in professional activities which may be granted or denied in the Committee's sole discretion. The Committee encourages the Superintendent to participate each fiscal year in at least one national and any state conferences of his choosing.

The committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including, but not limited to:

- M.A.S.S.
- A.A.S.A.
- A.S.C.D.

## **7. Outside Professional Activities**

The Superintendent may engage in professional consulting work, college/university teaching, speaking engagements, writing, lecturing, or other professional duties and obligations provided that such consulting work and/or teaching does not interfere with or detract from his work as Superintendent for the North Middlesex Regional School District and provided that the Superintendent has obtained prior authorization from the Committee Chair to engage in such consulting work and/or teaching and uses his vacation leave to cover his absences if those absences extend beyond three (3) days, if any, for such consulting and/or teaching work. The Committee shall not reimburse the Superintendent for any expenses associated with such consulting work and/or teaching.

## **8. Certificate**

As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license/certificate qualifying him to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of his license being revoked, rescinded, suspended, or lapsed.

## **9. Reimbursement for Travel, Expenses, and Dues**

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this Agreement. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. The Superintendent shall receive \$5,000 annually for in-district travel. A receipt shall not be required for this payment.

Any other reasonable work-related expenses incurred by the Superintendent shall be reimbursed by the Committee upon submission of a written receipt. Work-related and necessary out-of-district travel shall be reimbursed at the prevailing IRS rate.

## **10. Sick Leave**

In addition to the fifty (50) sick days the Superintendent was granted up front for his initial contract, he will be entitled to an additional fifteen (15) days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of one hundred twenty-five (125) days. There shall be no sick leave buyback.

## **11. Health Insurance**

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided for other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees. The North Middlesex Regional School Committee may change such terms and conditions and such insurance from time to time.

## **12. Life Insurance**

In addition to the minimum statutory plans or life insurance plans available to other employees in the District, the Committee shall pay the entire premium for a One Million Dollar (\$1,000,000) term life insurance policy selected by the Superintendent up to a maximum of one thousand seven hundred fifty dollars (\$1,750) per year. Said payment will be made as a reimbursement to the Superintendent and shall be pro-rated based on the date of this contract. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

## **13. Disability Insurance**

The Committee shall purchase disability insurance coverage for the Superintendent for approximately 60% of the Superintendent's annual salary from the company of the Superintendent's choice up to a maximum of one thousand five hundred dollars (\$1,500) per year. The Superintendent shall be credited with the paid days as needed to satisfy any reasonable waiting period for collection of benefits under any such disability policy.

## **14. Vacations**

The Superintendent shall be entitled to twenty-five (25) days paid vacation days during each contract year of this Agreement. Use of vacation days are at the discretion of the Superintendent. The time for taking said vacation shall be subject to the notice of the Chair of the Committee. If the Superintendent separates from employment for any reason such as but not limited to resignation or retirement prior to June 30 in any contract year, he will receive a pro-rata share of vacation for the contract year in which he separates from employment based upon the numbers of months worked.

The Superintendent may choose to buy back up to five (5) days of unused vacation days at the end of each fiscal year at his then effective per diem rate of pay. The per diem rate shall be based on a work year of 260 days. Any additional days would be forfeited.

The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other District employees.

## **15. Bereavement Leave**

The Superintendent will be allowed up to five (5) consecutive days for bereavement. The five (5) consecutive days are calendar days, which may include Saturday and Sunday, for a Member of "Immediate Family". "Immediate Family" means spouse, child, mother, father, sister, brother,

grandparent, mother-in-law, father-in-law, or person actually living in the Superintendent's household.

#### **16. Personal Leave**

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of four (4) days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

#### **17. Tax Sheltered Annuities**

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction.

#### **18. Group Income Protection Insurance**

Payroll deductions for a group income protection plan (to be paid by the Superintendent) shall be made available by the Committee.

#### **19. Technology**

The District will supply the Superintendent with a cell-phone (of his choice), laptop (of his choice) and printer for both on and off-site use. Any technology device shall remain property of the District.

The Committee shall provide a technology stipend in the monthly sum of one hundred dollars (\$100). A receipt shall not be required for this payment.

#### **20. State Retirement Association**

The Superintendent shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

#### **21. Warranty of Credentials**

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

#### **22. Discharge or Suspension**

Discharge for Good Cause: During the term of this Agreement, the Superintendent shall be subject to discharge for good cause subject only to the following rights of the Superintendent. For purposes of this Agreement, "good cause" shall mean any ground that is put forth by the Committee in good faith which is not arbitrary or irrelevant to the task of building and maintaining an effective and efficient school system, including but not limited to: incompetence, incapacity, inefficiency, neglect of duty, failure on the part of the Superintendent to satisfy his duties and obligations under this Agreement, failure to meet goals and objectives, conduct unbecoming a Superintendent, insubordination, as well as failure to meet performance standards in accordance with M.G.L. Chapter 71 Section 38 and DESE regulations. In such circumstances, the Committee shall promptly provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds, documents, statements, and evidence for the dismissal, and if he so requests, he shall be given a reasonable opportunity within fifteen (15) calendar days after receiving such notice to review the decision with the Committee, at which hearing he may be represented by an attorney or other representative, at his own expense, to present evidence pertaining to the basis for the decision. The

decision of the Committee, after such meeting, if any, shall be final and binding, subject to such arbitral review as may be provided under this contract. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

### **23. Discharge for Disability**

Subject to applicable law, if the Superintendent is absent from work because of a disability for more than one hundred 180 calendar days, the Committee shall have the option of terminating his employment and this Agreement. If the Committee exercises its option to terminate the Superintendent's employment and this Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

### **24. Early Termination by the Superintendent**

The Superintendent shall be entitled to terminate this Agreement, prior to its expiration date, upon written notice to the Committee of one hundred fifty (150) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider termination on less than one hundred fifty (150) days' notice.

### **25. Arbitration**

Should the results of such hearing referenced in Section 22 not be satisfactory to the Superintendent, he shall have the right to file a petition for final and binding arbitration with the American Arbitration Association pursuant to the procedural and administrative provisions of its voluntary labor arbitration rules. In said petition, the Superintendent shall raise, or by omission waive, any legal defense or claim available to him (except for claims which cannot by state or federal law be waived or deferred to voluntary and binding arbitration). The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

Under no circumstances shall the arbitrator have the power to add to or detract from the terms and conditions of this contract, nor to make an award which is contrary to law, nor to award reinstatement, nor to award any punitive damages, nor to award any compensatory or remedial damages other than back pay damages for the balance of the contract (or any extended term thereof made and agreed upon in writing by the parties); and the arbitrator shall not award attorney's fees or costs nor interest to any award. These shall be the sole and exclusive rights and remedies of the Superintendent.

### **26. Indemnification**

- A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of MGL c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to, grievance administration, arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body for

any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay.

- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.
- C. This indemnification provision, Section 26 A, B, and C, shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.
- D. The Committee shall bear the full cost of any fidelity or other bonds required of the Superintendent under any law or ordinance (or requested by the Committee).

#### **27. Entire Agreement**

This Agreement embodies the whole agreement between the Committee 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. This may not be changed except by agreement of all parties in writing.

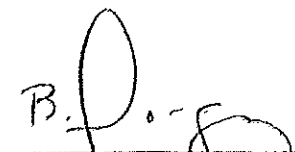
#### **28. Savings Clause**

If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

#### **29. Appropriate Parties**

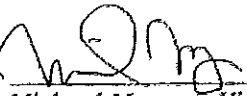
The Superintendent and the Committee agree that the several individual members of the Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against an individual member of the Committee in his/her personal capacity for any alleged violation of this Agreement.


IN WITNESS THEREOF, the undersigned have executed this Agreement the day and year aforesaid.

  
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Brad M. Morgan, Superintendent


**North Middlesex Regional School  
District School Committee**


  
\_\_\_\_\_  
Craig Hansen, Chairperson

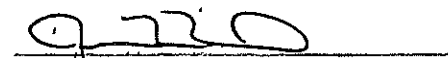
  
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Michael Morgan, Vice Chairperson

  
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Lisa Martin

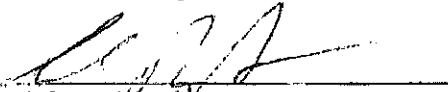
  
Susan Robbins

  
Randee Rusch

  
David Carney

  
June McNeil

  
Thomas Casey

  
Robert Templeton