



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

This Agreement made this ___ day of June 2021 by and between the
QUABBIN REGIONAL SCHOOL DISTRICT COMMITTEE,
hereinafter referred to as the "Committee" and
XXXXXXXXXXXXXXXXXXXX
hereinafter referred to as the "Superintendent"

WITNESSETH:

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

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their expectations, goals, 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 or is certifiable and will obtain same in due course,

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

I. EMPLOYMENT

The "Committee" hereby agrees to employ the "Superintendent" as Superintendent of Schools of the District as of July 1, 2021, and to end on June 30, 2024. This agreement between the parties without further action by the parties shall be extended for successive periods of one (1) year each time the anniversary date of this contract is reached if no further action is taken by the Committee. Notice of the school committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his/her address of record at least one hundred twenty (120) days prior to the anniversary date of this contract. The "Anniversary Date" of this agreement is defined as the date on which the contract is executed by the Superintendent.

II. RESPONSIBILITIES/DUTIES

The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. c. 71 §37. The administration of school policy, 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. 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, discipline or termination of personnel employed or to be employed by the "School District" consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis to its rejection of the Superintendent's recommendation, which basis shall be part of the minutes of the meeting.
- 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 "School District" shall be through the "Superintendent". Duties and responsibilities therein shall be performed and discharged by her staff under her direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- C. The "Superintendent" and/or her designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof, 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 all issues before the School Committee and have a seat at the Committee table.
- D. Criticisms, complaints, and suggestions called to the attention of the Committee or individual committee members by any source shall be promptly 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. The Superintendent shall advise the Committee of the disposition of such matters.
- E. The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" carrying out statutory, managerial, administrative or supervisory responsibilities
- F. The "Superintendent" is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- G. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. The committee agrees that all members shall be trained in roles and responsibilities as required by MGL,c.71, sec__ This provision shall continue in full force and effect during any period of employment.

- H. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.
- I. It is recognized that the responsibility and conduct of the Superintendent of Schools are not determined by prescribed hours and conditions. As a professional, the effectiveness and productivity of the Superintendent is not correlated to time. The Superintendent has an incalculable obligation to perform the directed and implied duties of her position and will expend the time and effort necessary to effectively achieve the goals and purpose of the Quabbin Regional School District, therefore her work schedule is flexible and her working hours are defined by her responsibilities rather than through specific working hours. Accordingly, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

III. STANDARDS BASED EVALUATION

3.1 STATE STANDARDS, GOALS & ANNUAL PLAN The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations concluded after July 1, 2010 shall be accomplished consistent with the provisions of M.G.L., c.30A relative to the Open Meeting Law.

3.1(A) DISTRICT GOALS In addition to an evaluation using the *Principles of Effective Administrative Leadership*, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

3.1(B) MID & END CYCLE REVIEW On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. Her work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement" or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

3.1(C) SUMMATIVE EVALUATION The Committee shall review the Superintendent's progress at end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.

3.1(D) DATA SOURCES The Committee may use whatever data sources it deems appropriate, excluding, however, anonymous surveys, provided the data it intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting in a timely manner. Due to the unreliability and potential prejudice of anonymous or so-called "360" evaluations, these instruments shall not be solicited or utilized as part of the Committee's cycle review or summative evaluation.

3.1(E) RECEIPT AND SIGNING Any evaluation report delivered by the Committee will be signed by the Superintendent. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent's personnel file.

3.2 CONSENSUS DOCUMENT The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L. c. 30A, §22(e).

3.2 (A) PUBLIC DISCUSSION All public discussion of the performance of the Superintendent will be conducted by the committee only in accordance with the Open Meeting Law, and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. See Mass. A.G. FAQ.

3.2 (B) SPECIFIC WRITTEN FEEDBACK In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

3.2 (C) INDIVIDUAL CONCERNS Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent shall schedule one or more individual and private meetings with each committee member so that she may discuss with each member his or her own individual concerns, conclusions and findings concerning the Superintendent's performance before they are shared with the Committee as a whole. To avoid misunderstandings and obtain input on relevant concerns from the Superintendent prior to public discussion, to committee member may raise in a public discussion any matter not first brought privately and individually to the

attention of the Superintendent pursuant to this paragraph.

3.2(D) PROMPT NOTICE OF COMPLAINTS OR CONCERNS Any 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 and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.

IV. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Committee is responsible for setting the Superintendent's salary and other regular compensation which shall include, in consideration for services provided:

A. SALARY:

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

1. Initial or Base Salary

The Committee shall pay the Superintendent an annual salary of One hundred eighty-seven thousand one hundred and five dollars and twenty-three cents (\$ 187,105.23) for the 2021-2022 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and shall be set by the Committee each year thereafter following the Committee's public review of the Superintendent's performance as outlined in paragraph III above, and after discussion with the Superintendent in Executive Session.

2. Minimum Salary Increase

On July 1, 2021 and July 1st of each subsequent year of this Employment Contract, the Committee will grant the Superintendent a minimum percent increase of 2% to 4% in salary based upon a performance evaluation of mutually agreed upon goals by the Superintendent and Committee in accordance with DESE regulations, 603 CMR 35.00.

3. Additional Merit Increases

The parties shall meet in each year of this agreement not less than ninety (90) days prior and not more than 90 days after to the commencement of a new fiscal year to renegotiate salary, benefits and compensation to be paid to the Superintendent in the new fiscal year. In the event the parties do not meet within the window of time provided, the Superintendent shall minimally receive 2%, as indicated above. In the event that the larger group of certified staff receives an increase in excess of 2%, the Superintendent

will receive the same increase as the larger group of staff. Said increase shall be retroactive to the start of the fiscal year.

4. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
5. 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, 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.

B. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Medical/Related Insurances

a. Health

All applicable health, prescription, dental and vision insurance programs available to employees of the Quabbin Regional School District shall be made available to the Superintendent of Schools on the same terms and conditions as is applicable to other certified/licensed employees, including premium payments on and during her retirement

b. Disability Insurance

School Committee shall make available disability insurance coverage for the Superintendent. In addition, the District will contribute one hundred percent (100%) of the disability insurance premium for each year of the agreement. This payment will be made directly as a premium payment to the company providing such coverage with appropriate tax, FICA and retirement withholdings. 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 and such days shall not be deducted from the Superintendent's sick leave for purposes of computing sick leave buy-back.

2. Life Insurance

In addition to the standard life insurance policy offered to all Quabbin employees, the District shall upon receipt of appropriate documentation reimburse the Superintendent up to \$1,200 annually towards the purchase of additional life insurance. This payment will be made in a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company, in either event with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

3. Annuity

In addition to the Superintendent's regular compensation the committee shall contribute each year of this agreement, ten thousand dollars (\$10,000) to an annuity or mutual fund of the Superintendent's choice for an annuity contract consistent with MGL c. 71 §37B, and sec. 403(b) of the IRS Code. The Superintendent may add his/her own contribution to the compensation paid by the Committee.

4. Longevity

A longevity stipend shall be paid equal to that paid to teachers as per the Quabbin Regional Teacher's Association.

5. Sick Leave

The "Superintendent" shall be credited with 24 sick days annually commencing on the first day of this contract and on the first day of each fiscal year thereafter. The superintendent will be granted an additional amount of paid leave up to one-hundred and twenty (120) days at any time for catastrophic illness, or traumatic injury if the amount of sick time leave accumulated does not total one-hundred and eighty (180) days. Unused sick leave may be accumulated without limit.

6. Sick Leave Payment Upon Termination

a. Death Benefits: Accumulated sick leave, not to exceed sixty (60) days, shall be paid at per diem rate in a lump sum to spouse or beneficiary upon death.

b. Resignation: Upon resignation, the Superintendent of Schools shall receive payment equal to 1% for each year of consecutive service as an administrator, not to exceed 20%, in the Quabbin Regional School District multiplied by the total accumulated sick days, paid at 80% of her current per diem rate of pay; or at the severance/sick leave payment rate defined by the current Quabbin Regional Teachers' Association contracted agreement, whichever is greater.

c. Retirement: Upon retirement under the Massachusetts State Retirement System, the Superintendent of Schools shall receive payment equal to 1% for each year of consecutive service as an administrator, not to exceed 25%, in the Quabbin Regional School District multiplied by the total accumulated sick days, paid at 80% of her current per diem rate of pay; or at the severance/sick payment rate defined by the current Quabbin Regional Teachers' Association contracted agreement, whichever is greater.

6. Technology

The Committee shall provide for the purchase of a computer to be selected by the Superintendent for his use in her place of residence. The computer and any related equipment purchased shall at all times during and after the conclusion of the employment relationship be the personal property of the Superintendent. The Committee shall provide the Superintendent with a cell phone.

C. VACATION & HOLIDAYS

1. The "Superintendent" shall be entitled to twenty-five (25) paid vacation days annually. The superintendent shall start her annual service each July 1st with earned vacation time of twenty-five (25) days. On each July 1 thereafter, the Superintendent shall be credited with the annual allotment of vacation days and may use same at her discretion. Vacation time may be accumulated to a rate of (15) days per year and such vacation time shall be cumulative to (60) days.
2. After ten years in administrative service within the District the Superintendent shall be entitled to thirty (30) vacation days. The accumulation of vacation time will still be limited to fifteen (15) days.
3. The Superintendent may redeem unused vacation leave on an annual basis, not to exceed ten (10) days at the current per diem rate by notifying the Committee of her intent to do so on or before June 15 of each fiscal year.
4. The "Superintendent" shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other Committee employee.
5. Vacation Payment Upon Termination: In the event that the Superintendent of Schools and the School Committee terminate this contract of employment, payment of unused vacation time shall be mad as follows:
 - a. Retirement: Full payment of accumulated vacation days at the current per diem rate shall be made to the Director of Administrative Services upon retirement. Said payment shall not exceed sixty (60) days.
 - b. Resignation: The Superintendent of Schools must give sixty (60) days notice in advance of intended termination of employment to revive full payment of accumulated vacation days at the current per diem rate upon resignation. Said payment shall not exceed accumulation of thirty (30) days.

V. EXPENSES

A. REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL

1. In District Travel. The Committee shall reimburse the Superintendent \$2,000.00 monthly/annually as a reimbursement for expenses and travel within the District, payable without voucher.
2. Out of District Travel. Out of District travel expenses and reasonably necessary food and lodging for attendance at Committee, community events shall be paid to the Superintendent upon write submission of voucher for the same.

3. Automobile. The Superintendent shall be reimbursed at the current IRS-approved rate reimbursement for use of a personal vehicle, upon submission of written voucher for the same.
4. Any other work-related expenses incurred by the Superintendent shall be reimbursed by the Committee upon submission of a written voucher for the same.

B. PROFESSIONAL CONFERENCES, TUITION, DUES AND EXPENSES

1. 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 written voucher for the same.
2. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:
 - (a) Massachusetts Association of School Superintendents
 - (b) A. A. S. A.
 - (c) A.S.C.D.
 - (d) M.A.R.S.
3. The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development the Committee shall pay for the Superintendent's participation in an Induction and Executive Mentoring program provided by M.A.S.S during her first three years of employment. In addition, the Committee shall reimburse the Superintendent for tuition costs and related expenses for academic courses successfully completed at an accredited college and/or university, upon proof of successful completion of such.

VI. OTHER BENEFITS AVAILABLE TO DISTRICT PERSONNEL

In addition to the compensation specified in paragraphs IV and V of this Agreement, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee including, but not limited to, vacation leaves, illness benefits and sick leaves; health, dental, disability, life and other forms of insurance protection; paid leaves, of any kind; retirement programs; tax sheltered annuities; and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District employees, and without the necessity to comply with any length of service or collective bargaining unit membership conditions which might be applicable to such other employees.

VII. PROFESSIONAL ENGAGEMENTS AND CONSULTATIVE WORK

The Superintendent may, in her sound discretion, undertake and accept compensation for speaking, writing and lecturing engagements and any other engagements of a professional nature and consultative work outside the Quabbin Regional School District; provided however, that none of such engagements or consultative work shall derogate from the Superintendent's duties in the Quabbin Regional School District.

VIII. DISCHARGE

Where good cause exists, the "Committee" may discharge the "Superintendent" upon a two-thirds vote of the entire Committee, thereby terminating this contract prior to the expiration date stated above, provided the "Superintendent" has been informed in writing of the charge or charges and cause or causes for his/her proposed discharge 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 as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent, are inextricably linked to performance. Because such action may adversely affect property rights and liberty interests, 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 Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Article III. "D".

IX. RESIGNATION

There shall be no penalty for release or resignation by the "Superintendent" from this contract, or upon sixty (60) days notification from the Superintendent unless the "Committee" fixes a lesser period of time at which the resignation or release is to take effect.

X. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

XI. ARBITRATION

A. Scope of Controversy

Any controversy or claim against the Committee arising out of their capacity or the Superintendent relating to any term or condition of this agreement or employment practices or policies of the Committee, or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the

demand at the time it is filed. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C or if C. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

B. Arbitrator's Authority

The parties agree to submit to subpoenas issued by the arbitrator. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Article III. "D".

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his/her position.

XII. INDEMNIFICATION

- A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of 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 in any day or part thereof during which such assistance is rendered at his/her last effective per diem rate of pay or \$800.00, whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to 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 and his/her counsel shall fully and completely cooperate with the Committee Counsel in the defense of such action provided the parties interests are not adverse.
- C. This indemnification provision, Article XI, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

XIII. ENTIRE AGREEMENT

This contract 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. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

XIV. 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 this Agreement in quadruplicate on the day and year first written above.

FOR THE QUABBIN REGIONAL SCHOOL DISTRICT COMMITTEE:

BY _____ /_____/_____
XXXXXXXXXXXXX Date
Chair

SUPERINTENDENT OF SCHOOLS:

BY _____ /_____/_____
XXXXXXXXXXXXXXXXX Date
Superintendent of Schools