


SILVER LAKE REGIONAL SCHOOL DISTRICT
and
MASSACHUSETTS SCHOOL SUPERINTENDENCY UNION #31
SUPERINTENDENT OF SCHOOLS CONTRACT OF EMPLOYMENT



AGREEMENT made originally the 1st day of July 2022, by and between the SILVER LAKE REGIONAL SCHOOL DISTRICT COMMITTEE, hereinafter referred to as the DISTRICT COMMITTEE, the JOINT COMMITTEE OF SUPERINTENDENCY UNION #31, hereinafter referred to as the UNION COMMITTEE, and , hereinafter referred to as the SUPERINTENDENT.

WHEREAS, the UNION COMMITTEE is charged with the responsibility of employing a Superintendent of Schools to run the public schools of Halifax, Kingston and Plympton;

WHEREAS, the DISTRICT COMMITTEE is charged with the responsibility of employing a Superintendent of Schools to run the district public schools;

WHEREAS, by statute, a Superintendent of Schools for a regional school district may be the same as one employed by the member towns of that district;

WHEREAS, the DISTRICT COMMITTEE and the UNION COMMITTEE are desirous of employing the Superintendent of Schools to run the public schools comprising the district and the union;

WHEREAS, the SUPERINTENDENT is willing to accept employment as such and serve in this dual capacity; and

WHEREAS, the parties are desirous of setting forth in writing the obligations of each, as it pertains to this relationship.

Now, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. The DISTRICT COMMITTEE and the UNION COMMITTEE hereby employ [REDACTED] [REDACTED] as Superintendent of the public schools of the SILVER LAKE REGIONAL SCHOOL DISTRICT and MASSACHUSETTS SCHOOL SUPERINTENDENCY UNION #31, and the SUPERINTENDENT hereby accepts employment as of July 1, 2022.

2. The SUPERINTENDENT shall be employed for the period beginning July 1, 2022 and ending June 30, 2025. The DISTRICT COMMITTEE and the UNION COMMITTEE will meet on or before February 15, 2025 in joint session for consideration of re-election under the provisions of Massachusetts General Laws Chapter 71, Section 63. If, after these deliberations, it is the DISTRICT COMMITTEE'S and the UNION COMMITTEE'S intent to terminate the contract upon expiration of the aforementioned period of time, such notice shall be sent by registered mail, return receipt requested, to the residence of the SUPERINTENDENT at least ninety (90) days prior to the expiration date of this contract.

3. The SUPERINTENDENT shall be paid an annual salary, commencing as of the effective date of this agreement in the amount of \$189,675 per year, July 1, 2022 through June 30, 2023; \$195,365 per year July 1, 2023 through June 30, 2024; and \$201,226 per year July 1, 2024 through June 30, 2025 in equal installments in the same manner provided to administrative personnel.

4. In the event that said SUPERINTENDENT desires to terminate this contract before the term of service shall have expired, she may do so by giving at least ninety (90) days notice of her intention to the Chairs of the DISTRICT COMMITTEE and the UNION COMMITTEE.

5. The SUPERINTENDENT shall perform faithfully, to the best of her ability, the duties of the SUPERINTENDENT OF SCHOOLS, and shall serve as executive officer of both the DISTRICT and the UNION COMMITTEE.

6. The SUPERINTENDENT shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as SUPERINTENDENT of the District in the Commonwealth, as required by Massachusetts General Laws Chapter 71, Section 38G.

7. The SUPERINTENDENT may accept speaking, writing, lecturing or other engagements of a professional nature, provided they do not derogate from her duties as SUPERINTENDENT. The Chairs of the DISTRICT and UNION COMMITTEES will be informed of these professional engagements in advance in a timely manner.

8. The SUPERINTENDENT shall be a member of the Teachers Retirement System as required by Massachusetts General Laws Chapter 32, Section 2.

9. The DISTRICT COMMITTEE and the UNION COMMITTEE will provide a monthly travel allowance of \$200.

10. The SUPERINTENDENT shall be entitled to the following fringe benefits:

Health Insurance: The SUPERINTENDENT shall be entitled to insurance (medical and hospital) benefits as allowed by the teacher's contract of the SILVER LAKE REGIONAL SCHOOL DISTRICT.

Workers Compensation: The SUPERINTENDENT shall be covered by the provisions of the Massachusetts Workers Compensation Law.

Life Insurance: The SUPERINTENDENT shall be entitled to a \$75,000 Term Life Insurance Policy; the cost of the premium to be shared 50/50 by the DISTRICT COMMITTEE and the SUPERINTENDENT.

Legal Service: The DISTRICT COMMITTEE and the UNION COMMITTEE will provide and pay for indemnification insurance for the SUPERINTENDENT, pursuant to M.G.L., Chapter 258.

Sick Leave: The SUPERINTENDENT shall be entitled to sick leave in an amount equal to, but not in excess of, eighteen (18) days of sick leave for each year of this contract and any extension hereunder. Unused sick leave shall be cumulative to two hundred and ninety-nine (299) days. Both parties agree that accumulated sick leave will not be paid to the Superintendent upon expiration of the contract or separation from the district. The parties agree that the earned sick leave accumulated in

the SUPERINTENDENT'S previous employment as Assistant Superintendent within the DISTRICT and UNION will be carried over.

Family Illness: In addition to the absences for personal illness or injury, the SUPERINTENDENT will be entitled to a maximum of three (3) days leave per contract year, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household require personal care by the SUPERINTENDENT.

Bereavement: The SUPERINTENDENT shall receive up to five (5) working days each time there is a death of a spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, sibling, grandparent or grandchild, step-child, mother, step-mother, father, or stepfather. Additional time beyond five (5) days may be granted by Chairs of the UNION and DISTRICT COMMITTEES. The Chairs of the UNION and DISTRICT COMMITTEES have the discretion to grant bereavement leave in the event of the death of a person other than the relatives described above. Additional time will be subtracted from accumulated sick leave.

Personal Business: The SUPERINTENDENT will receive three (3) days for personal business per contract year which cannot be conducted on a non-school day during non-school hours. SUPERINTENDENT's workday is flexible and is frequently extended beyond normal work hours, time off during the work day for personal business reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave. Personal days shall not accumulate from year to year.

Leave of Absence: The DISTRICT COMMITTEE and the UNION COMMITTEE may grant a leave of absence of up to one (1) year, with or without pay to the SUPERINTENDENT of Schools.

Professional Development and Conferences: The SUPERINTENDENT completing a course aimed at improving her professional competency must submit at the satisfactory completion of that course, evidence of tuition expenditures and any

related transcripts. All courses must be from an accredited institution and must fulfill the criteria of improving the professional competency of the SUPERINTENDENT. Reimbursement for professional development and conferences is not to exceed \$3,000.00 annually. Out of State professional development and conferences and must be approved in advance by the Administrative Review Committee.

Superintendent Induction Program: The SUPERINTENDENT will participate in a Superintendent Induction Program which will be paid for by the District Committee.

Professional Dues: Dues will be paid by the District Committee for those directly related to the position of SUPERINTENDENT (i.e., A.S.C.D., M.A.S.S., etc.).

Vacations: The SUPERINTENDENT shall receive twenty-five (25) working days as annual vacation exclusive of legal holidays for each year of this contract. Up to ten (10) days of vacation time may be carried to the next school year for a maximum total accumulation at any one time of fifty (50) vacation days. The SUPERINTENDENT has the right, at her request, to receive up to five (5) days of vacation buy back, to be paid prior to the end of the fiscal year for each year of the contract. Once the payment has been made, five (5) days of vacation will be deducted from her accumulated and unused vacation accumulation. If the SUPERINTENDENT leaves prior to the end of a contract year, the number of days earned in that year will be prorated based on the last day of work by the SUPERINTENDENT.

11. Both the DISTRICT COMMITTEE and the UNION COMMITTEE, through the Administrative Review Committee, may meet with the SUPERINTENDENT at least once each year for the purpose of discussing with the SUPERINTENDENT her job description and performance on established goals as well as the working relationship between each Committee and the SUPERINTENDENT. The DISTRICT COMMITTEE, the UNION COMMITTEE and the SUPERINTENDENT will agree on a mutually acceptable evaluation process. The evaluation shall be in accordance with MGL Ch 71 sec. 37, and the implementation regulations contained in 603 CMR et.seq.

12. The SUPERINTENDENT shall fulfill all aspects of this agreement; any exception thereto shall be by agreement between the DISTRICT COMMITTEE, the UNION COMMITTEE and the SUPERINTENDENT, in writing. In the event the SUPERINTENDENT fails to perform her obligations as set forth in this Agreement, then this Agreement may be terminated by the DISTRICT COMMITTEE and the UNION COMMITTEE.

- a. **Good Cause:** Where good cause exists, the DISTRICT COMMITTEE and the UNION COMMITTEE may discharge the SUPERINTENDENT upon a two-thirds (2/3) vote of each Committee, thereby terminating this contract prior to the expiration date stated above, provided the SUPERINTENDENT has been informed of the charge or charges and cause or causes of her proposed discharge and has been given an opportunity for a hearing before the Committees prior to official action being taken.
- b. **Hearing Procedure:** 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 COMMITTEES 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 COMMITTEES intend to rely for such action.

14. **ARBITRATION**—Any and all controversies or claims arising out of or relative to any term or condition of this agreement or employment practices or policies of the COMMITTEES or the breach thereof, excluding claims based on state or federal anti-discrimination laws, statues or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. 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., Chapter 150C or any other applicable law.

15. This contract embodies the whole agreement between the DISTRICT COMMITTEE, the UNION 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 or otherwise amended, except in writing, signed by all the parties hereto.

16. 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 hereto have hereunder signed and sealed this Agreement and a duplicate thereof, this day of 2022.

[REDACTED], Chairman
Silver Lake Regional School Committee

[REDACTED], Chairman
Joint Committee of Superintendency Union 31

[REDACTED]
Superintendent of Schools