

**SOUTH SHORE REGIONAL SCHOOL DISTRICT SUPERINTENDENT OF SCHOOLS
CONTRACT OF EMPLOYMENT
July 1, 2014 – June 30, 2019**

This Agreement is made by and between the South Shore Regional School Committee (hereinafter referred to as the "Committee") and Mr. Thomas J. Hickey (hereinafter referred to as the "Superintendent"). In consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. EMPLOYMENT

The Committee hereby employs Mr. Hickey as Superintendent of the South Shore Regional School District (the "School District") and the Superintendent hereby accepts this employment on the following terms and conditions.

II. TERM, TERMINATION AND RENEWAL

- A. The Superintendent shall be employed for a **five**-year period commencing July 1, **2014** and terminating June 30, **2019**. Unless the Committee notifies the Superintendent in writing prior to June 30, **2018** that it does not desire to renew the Superintendent's contract upon its expiration, this contract will automatically renew for two additional years. This will be the only automatic rollover of this contract. Should the rollover occur, the parties shall commence negotiations no later than March 1, **2019** for a successor contract.
- B. This Agreement may be terminated or modified by mutual agreement of the parties.
- C. In the event that the Superintendent desires to terminate this contract prior to its expiration, the Superintendent may do so by giving written notice of his intention to the Committee by January 30, registered mail, return receipt requested, to the residence of the Chairman of the Committee. The termination will be effective the following June 30.
- D. This Agreement may be terminated by the Committee, prior to its expiration, for good cause. Written notice of the reasons for the proposed termination and an opportunity to be heard shall be given to the Superintendent before termination occurs. A two-thirds vote of the Committee shall be necessary for such good cause termination to occur.
- E. In the event of such termination, the Superintendent shall have the right to demand arbitration pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Any decision of the arbitrator rendered hereunder shall be final and binding on the Committee and the Superintendent. The parties shall each bear one half (1/2) of the fees charged by the arbitrator and/or the American Arbitration Association. Each party shall be responsible for their own attorney's fees. Any termination pursuant to this section shall relieve the Committee of any further liability under this contract except as determined by the arbitrator as hereinbefore provided.

III. COMPENSATION

The Committee shall pay the Superintendent an annual salary of:

2014-15	\$137,500
2015-16	\$141,625
2016-17	\$145,874

VIII. MISCELLANEOUS

- A. Tax Sheltered Annuities: Nothing in this contract shall prevent the Superintendent from participating in various tax shelter annuity (403B) programs which may be available to other professional employees of the School District.
- B. Health Insurance: The Superintendent shall be entitled to health and medical insurance. The Committee will contribute to the premium for said insurance in the amount equal to the premium contribution paid by the Committee for its professional employees. The Superintendent may select the coverage within such reimbursement amounts. Upon retirement, the Superintendent will be eligible for any health insurance benefits provided to retired professionals and/or their spouses.
- C. Other Insurance and Leave: The Superintendent shall be entitled to other insurance and leave benefits currently available to other professional employees of the School District, provided, however, that where a specific insurance or leave benefit is provided to the Superintendent herein, the same type of benefit provided to professional employees will not be provided.
- D. Personal Days: The Superintendent shall be entitled to three (3) personal days per year. There will be no carryover of personal days.
- E. Health/Wellness Reimbursement: The Superintendent will be reimbursed one thousand dollars (\$1,000) annually for his participation in Health/Wellness program(s) sponsored by his health insurance provider or other appropriate organization. In lieu of the reimbursement, the Superintendent may choose to have this amount applied to health insurance premium costs.

IX. PROFESSIONAL ASSOCIATIONS

The Committee agrees to pay annual membership fees of the Superintendent for the following professional associations:

- 1) The American Association of School Administrators
- 2) The Massachusetts Association of School Superintendents
- 3) Others at the request of the Superintendent and the discretion of the Committee
- 4) Professional Development

X. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the teachers' retirement system as required by Massachusetts General Laws, Chapter 32, Section 2.

XI. PERIODIC EXAMINATIONS

The Superintendent shall submit to periodic physical examinations as required by the Committee in its discretion. The Committee shall reimburse the Superintendent for the cost of each examination to the extent it is not covered by insurance.

XII. PERFORMANCE

The Superintendent shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

XIII. WARRANTY OF CREDENTIALS

The Superintendent warrants the validity of the credentials and experience represented and submitted by him to the Committee. Any material misrepresentations therein may constitute grounds for termination of this Agreement by the Committee for cause.

XIV. EVALUATION

Prior to February 28 of each contract year, the Committee shall review the Superintendent's performance according to the procedure/instrument adopted by the Committee and the Superintendent.

The foregoing paragraph shall not limit the Superintendent and/or Committee from informally discussing and/or reviewing the Superintendent's performance at other times.

The Committee will refer promptly to the Superintendent any complaints, criticism, or suggestions which come to its attention regarding the administration of the school or the Superintendent's performance. The Superintendent shall report back to the Committee on this issue.

XV. 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. This contract may not be changed except by a written statement by the party against whom enforcement thereof is sought.


XVI. INVALIDITY

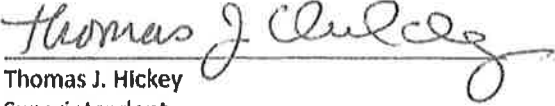
If any paragraph or part of this Agreement is found to be contrary to law, it shall not affect the remainder of said Agreement, but said remainder shall remain binding and effective between all parties.

XVII. INDEMNIFICATION

The Committee shall indemnify the Superintendent to the fullest extent **permitted** by Massachusetts General Laws, Chapter 258. **This indemnification provision shall survive expiration of this Employment Agreement or the cessation of the employment relationship by any means or cause.**

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 19 day of September in the year 2013.


John T. Manning
School Committee Chairman


Thomas J. Hickey
Superintendent