

CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
STOUGHTON PUBLIC SCHOOLS

This Agreement made as of September 14, 2021 by and between the Stoughton School Committee (hereinafter "Committee") and _____ (hereinafter "Superintendent").

I. Employment Term:

The Committee hereby agrees to employ _____ as Superintendent of the Stoughton Public Schools for a period commencing on October 4, 2021 and expiring on June 30, 2024. If the Committee wishes to enter into negotiations with the Superintendent for a successor contract, the Committee shall notify the Superintendent on or before January 1, 2024, of such intent. There shall be no automatic extension of the Contract.

II. Termination By School Committee:

Where good cause exists, the Committee may discharge the Superintendent pursuant to an affirmative vote of four (4) members of the School Committee. "Good cause" may include, but is not limited to, incompetence, failure on the part of the Superintendent to satisfy reasonable performance standards, inefficiency, incapacity, conduct unbecoming a Superintendent, insubordination, or other just cause. The Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal. If he so requests, the Superintendent shall be given a reasonable opportunity within (30) thirty days after receiving such notice to review the decision with the Committee at a hearing, at which he may be represented by an attorney, at his own expense, or other representative.

Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate him. Under no circumstances shall the Superintendent be entitled to an award of punitive or consequential damages, attorney's fees, or interest.

III. Resignation:

In the event the Superintendent desires to terminate the Contract before the term of service shall have expired, he may do so by giving at least 120 days written notice of his intention to the Committee. In the event that the Superintendent invokes this provision, he shall endeavor to time such resignation so as to minimize the possible disruption to the School District. The parties may mutually agree upon another separation date at any time by majority vote of the Committee.

IV. Responsibilities/Duties:

The Superintendent shall manage the Stoughton Public Schools in a manner consistent with state law, professional standards, and the policy determinations of the Committee. He shall perform these duties in good faith and on a full-time basis. He shall use his best efforts to achieve the performance goals and objectives established pursuant to the Contract. The Committee and the Superintendent hereby acknowledge their respective roles in school

governance as defined by Massachusetts law, including Mass. G.L. c. 71, Section 37, and Mass. G.L. c. 71, Section 59.

V. Workday and Work Year:

The Superintendent shall be employed on a full-time basis during a twelve-month work year. The Superintendent recognizes that the nature of his employment and the level of responsibility is such that he may be required to work at times other than normal workdays, including evenings and weekends, when necessary to effectively perform his duties and responsibilities.

With full disclosure, the Superintendent may accept speaking, writing, or lecturing engagements, as long as such activities do not derogate from or interfere with his duties as Superintendent. Events beyond one day will require approval from the Chair. The Superintendent may not engage in consulting activities outside of the Stoughton Schools.

VI. Performance/Evaluation:

The Committee shall evaluate the performance of the Superintendent on a yearly basis during the period of the Contract, utilizing the Model System developed by the Department of Elementary and Secondary Education for the evaluation of superintendents.

The Committee and the Superintendent shall meet in good faith and jointly establish goals and objectives for the Superintendent and the school system upon which the evaluation shall be based. In the event that the parties fail to mutually agree to the goals and objectives herein referred to, then the Committee shall establish same. The goals and objectives shall be established on or before October 1 of each year of this Agreement. All evaluations will be accomplished in a manner consistent with the provisions of Massachusetts General Laws Chapter 30A, the Open Meeting Law.

The evaluation compiled by the Committee members shall be prepared by a designated member of the Committee, signed by the Superintendent, and placed in his personnel file. 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 may attach his response to the evaluation in his file.

A copy of the evaluation will be provided to the Superintendent prior to any public discussion of his performance.

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

The Superintendent recognizes and agrees that regular and ongoing disclosure and communication to the Committee is a critical part of his duties.

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 discussion such as contract negotiations or other matters that are permissible to be held in executive session.

VII. Certification.

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as the superintendent of schools for the Stoughton Public Schools as required by Mass. G.L. c. 71, Section 38G. Any material misrepresentation on the Superintendent's application for employment and related documents or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement. The Superintendent shall promptly notify the Committee in the event of the loss or suspension of his certificate, or any other discipline relating to his certificate.

VIII. Miscellaneous Provisions.

- A. The Superintendent shall attend all regular and special public meetings of the Committee. The Superintendent shall also be expected to attend those executive sessions of the Committee where his presence is requested by the Committee.
- B. Computer/Cell Phone: The Committee shall provide the Superintendent with and pay for a cellular telephone and service, and a laptop computer for use in the performance of his duties as Superintendent. The cell phone shall become the personal property of the Superintendent at the conclusion of this contract. The laptop and its contents will at all times remain property of the School District and the Superintendent shall return it at the conclusion of his employment.
- C. Prompt notice of Complaints or Concerns: Any criticisms, complaints and suggestions brought to the attention of the Committee, or any individual member, shall be promptly and discretely referred to the Superintendent for study, disposition, or recommendation as appropriate to ensure responsiveness to the public and fairness to the Superintendent.

X. CORI and FINGERPRINTING

As a condition of Employment, the Superintendent shall be required to undergo a CORI check, the results of which must be satisfactory to the Committee. The Superintendent shall also submit to any additional CORI checks as are required under the District's CORI Policy or Massachusetts law from time to time. The Superintendent shall also be required to comply with all applicable laws and regulations regarding fingerprinting.

XI. Compensation:

In consideration of the Superintendent's performance of the duties, responsibilities and obligations required hereunder, the Committee shall provide the Superintendent with the following compensation and fringe benefits of employment:

A. Salary:

- 1. Initial Base Salary: The Committee shall pay the Superintendent a base annual salary of One Hundred Eighty Thousand Dollars (\$180,000.00) which will be prorated, beginning on October 4, 2021.
- 2. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with the practice of the District governing payment of other professional staff members. All sums, including but not limited to all salary or benefits due under any provision of this Section, due upon resignation, termination,

or death shall be paid to the Superintendent or his estate as soon as practicable and if possible, in the pay period next following same or upon appointment of a fiduciary for the estate.

3. Increases to Base Salary: Effective July 1, 2022, the Superintendent's annual base salary shall be increased by two percent (2%) to \$183,600.00. Effective July 1, 2023, the Superintendent's annual base salary shall be increased by two percent (2%) to \$187,272.00.

B. Medical and disability insurance:

The health insurance and disability insurance program(s) available to employees of the Stoughton Public Schools shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees, which terms and conditions, including plan design and contribution rates, may be amended from time to time.

C. Life Insurance:

The Superintendent will receive life insurance options commensurate with other employees of the Stoughton Public Schools, the terms, and conditions of which may be amended from time to time.

D. Sick Leave:

The Superintendent shall be awarded fifteen (15) sick leave days at the start of each year of the Contract. Unused sick leave may be accumulated from year to year, to a maximum of 120 days. The Superintendent shall not be entitled to any sick leave buyback upon retirement, at the end of the Contract, or at the termination of his employment for any reason.

E. Extended Sick Leave:

If prolonged illness or injury causes the Superintendent to exhaust all accumulated sick leave, upon approval of the Committee, the Superintendent may be granted additional sick leave days.

F. Leaves of Absence:

The Superintendent shall be afforded the following leaves of absence as follows:

- a) Parental leave in accordance with the requirements of applicable law.
- b) Military leave in accordance with the requirements of applicable law.
- c) Family Medical Leave in accordance with the requirements of applicable law.
- d) Bereavement Leave. The Superintendent shall receive leave with pay of up to five (5) consecutive workdays, not to exceed eight (8) calendar days in the event of a death in the immediate family of the Superintendent. "Immediate family" shall be defined as spouse, ex-spouse, parent, guardian, grandparent, brother, sister, son, daughter, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or other relative residing within the household of the Superintendent.

G. Vacation:

The Superintendent shall receive twenty-five (25) days of vacation, exclusive of legal holidays, during each year of the Contract. The Superintendent shall not use more than ten consecutive workdays of vacation at any single time. Unused vacation up to a total of five (5) days may be carried over from one year to the next. Any days carried over from the preceding year must be utilized in the year to which they were carried over or those days shall be lost.

At least one week prior to taking a vacation or a vacation day, the Superintendent shall so inform the Chair of the Committee in writing.

All accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement, termination, or death at the then effective per diem rate of pay calculated based on the actual number of days the Superintendent is required to work.

H. Holidays:

The Superintendent shall be entitled to all holidays observed by the Stoughton Public School District Central Office.

I. Expenses Related to Employment:

The Stoughton Public Schools shall pay for the following expenses incurred by the Superintendent:

- a) Reasonable expenses including travel, food, lodging, and registration for professional conferences, upon submission of written documentation for the same, provided the travel/conference is approved by the Committee.
- b) All dues and associated costs of membership for the Superintendent in the following professional associations:
 - 1) Massachusetts Association of School Superintendents;
 - 2) American Association of School Administrators;
 - 3) ASCD; and
 - 4) Other memberships will be considered by the Committee at the Superintendent's request.
- c) A mileage allowance of \$1650 per year to fund all in-district and local travel for Stoughton Schools business.

J. Retirement:

The Committee makes no representations or warranties concerning the Superintendent's eligibility in the Massachusetts Retirement System (MTRS) or with respect to how the various financial benefits provided for herein will be treated for purposes of calculating any retirement benefit.

Deductions shall be made from the Superintendent's pay as required by MTRS.

K. Tax -Sheltered Annuities:

The Superintendent shall have the opportunity to participate in a tax-sheltered annuity program to the same extent it is offered to other professional employees of the Stoughton Public Schools.

XII. Arbitration

Any controversy or claim relating to any term or condition of this agreement or breach thereof shall be settled and determined by arbitration. The parties agree that they shall utilize the American Arbitration Association for such arbitration, which shall be carried out pursuant to the rules of AAA pertaining to arbitration of disputes under individual employment contracts. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may enter any and all relief including compensatory damages, but shall have no authority to order reinstatement.

XIII. School Committee Protection

The Superintendent agrees that the individual members of the Committee are not subject to personal liability and in no event shall the Superintendent sue any Committee member personally for any alleged breach or violation of this Agreement, or with respect to any matter arising within the scope of a Committee member's role, duties, or responsibilities.

XIV. Indemnification/Liability Protection

In accordance with Massachusetts law, including G.L. c.258, the Stoughton Public Schools agrees to defend, hold harmless, and indemnify the Superintendent from all claims, suits, and legal proceedings brought against the Superintendent in his capacity as Superintendent, provided the incident/claims arise in connection with the Superintendent's scope of employment.

XV. Waiver

The Parties agree that the failure of a party at any time to require performance of any provision of this Agreement shall not affect, diminish, obviate, or void in any way any Party's full right or ability to require performance of the same, or any other provisions of this Agreement, at any time thereafter.

XVI. Invalidity

If a court of competent jurisdiction determines that 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.

XVII. 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 or referenced herein. The contract may not be changed except in writing, executed by the School Committee and the Superintendent.

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof.

Stoughton School Committee

Superintendent

Dated: September 14, 2021

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