



Freetown-Lakeville Regional School District

98 Howland Road
Lakeville, Ma 02347

Employment Agreement between
The Freetown-Lakeville Regional School Committee
And
January 1, 2019 - June 30, 2022

CONTRACT OF EMPLOYMENT
BETWEEN
THE FREETOWN-LAKEVILLE REGIONAL SCHOOL COMMITTEE
AND
FOR POSITION OF SUPERINTENDENT OF SCHOOLS

This contract made this 23rd day of January, 2019 by and between the Freetown-Lakeville Regional School Committee, hereinafter referred to as the "Committee" and _____ hereinafter referred to as the "Superintendent."

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

1. EMPLOYMENT: The Committee hereby agrees to employ the Superintendent as Superintendent of Schools of the Freetown-Lakeville Regional School District, hereinafter referred to as the "District" for a period to commence no later than January 1, 2019 to expire on June 30, 2022.

The parties shall meet on or before July 1, 2021 to consider whether to extend this agreement for an additional period of time. The agreement will not automatically extend beyond June 30, 2022.

2. COMPENSATION – COMPONENTS:

- a. The Superintendent hereby accepts such employment at the annual salary (prorated on a monthly basis for those years in which a full work year is not served) of \$162,381.00 for the first year of this agreement.
- b. COLA/Merit Pay

Commencing in the second year of this agreement the Superintendent may be eligible to receive a merit based increase as part of the annual evaluation process. The range of said merit pay may be up to 3% of the Superintendent's base pay. Merit or performance based increases are not automatic. Cost of living and merit pay will be added to the base salary/educational incentive.

- c. The parties shall meet in each year of this agreement at least ninety (90) days prior to the commencement of a new fiscal year to re-negotiate salary, benefits and compensation to be paid to the Superintendent in the new fiscal year. In each fiscal year after FY20, or at any time, the Committee may pay to the Superintendent an additional sum or percentage increase, which shall be added to his salary, based on his performance.

The Superintendent's salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto.

3. DUTIES: The Superintendent shall perform faithfully to the best of his ability the duties of Superintendent of Schools, and shall serve as Executive Officer of the Committee. The Superintendent and the Committee hereby agree to be governed by the General Laws of the Commonwealth of Massachusetts regarding the administration and operation of the public schools and the policies of the Committee.
4. DISCHARGE: Where good cause exists, the Committee may discharge the Superintendent upon a two-thirds vote, 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 for his 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 pursuant to M.G.L. c. 39 §23B. The Committee shall provide thirty (30) days written notice of said hearing and a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action.

“Good cause” as used herein shall mean any one or more of the following: gross misconduct, incompetence, inefficiency, conduct unbecoming a Superintendent, physical or mental incapacity, or insubordination.

The Committee may terminate this agreement in accordance with M.G.L. c. 71, §63.

Any controversy or claim arising out of or relating to the sums due on termination shall be settled and determined by arbitration in accordance with the provisions of Article 17 hereunder.

5. RESIGNATION: There shall be no penalty for release or resignation by the Superintendent from this contract, except as noted in this agreement, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon ninety (90) days notification from the Superintendent unless the Committee fixes a different time at which the resignation or release is to take effect. In the event that the Superintendent fails to provide said notice he shall not receive any sums due for sick leave buy-back under the provisions of this contract or any policy of the Committee.
6. SALARY DEDUCTIONS: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security (FICA), Teachers' Retirement and other deductions 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.
7. SUPERINTENDENT'S CERTIFICATION: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth, as required by M.G.L. c. 71.. § 38G.

8. OTHER ACTIVITIES: The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature in consultation with the Chair of the Committee, as well as attend professional meetings as he sees fit, provided they do not derogate from his duties of Superintendent.

9. ADMINISTRATION AND SUPERVISION OF SCHOOLS:

The Superintendent shall:

- a. Exercise the responsibility to organize, reorganize and arrange the administrative and supervisory staff and teaching staff of the District;
- b. Administer curriculum and instruction and assume responsibility for selection, placement and transfer of all personnel as determined by law;
- c. Assume responsibility for all matters relating to supervision and oversight of staff, including but not limited to evaluation, hiring, discipline, discharge, and assignment of personnel and shall conduct all hearings or meetings relevant thereto, notwithstanding any collective bargaining agreement to the contrary.
- d. The District shall provide a cell telephone/PDA device and a laptop computer for the Superintendent. The District shall pay all costs associated with the purchase of said electronics and all monthly charges, service maintenance, upgrades for hardware or software or upkeep. The devices shall be the property of the District and shall be returned to the District at the conclusion of the employment relationship.

The Committee, individually or collectively, shall promptly refer to the Superintendent for his study and recommendation, all criticisms, complaints and suggestions brought to its or their attention. The Superintendent shall investigate and consider the same and report thereon to the Committee as soon as practicable thereafter.

10. ORDINARY TRAVEL EXPENSES:

a. PROFESSIONAL DEVELOPMENT & EXPENSES.

The Committee shall authorize the payment of dues for relevant professional publications, other miscellaneous professional expenses (not to exceed \$2,500.00 annually), and reimbursement for reasonable travel, hotel, and registration charges for a national conference and appropriate in-state conferences. Additionally, the Committee shall pay the dues or membership fees for the following professional association(s):

- i. AASA
- ii. MASS
- iii. ONE OTHER DESIGNATED BY THE SUPERINTENDENT

11. STATE RETIREMENT ASSOCIATION: The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, §2.

12. FRINGE BENEFITS, ANNUAL VACATION, HOLIDAY AND SICK LEAVE AND OTHER LEAVES OF ABSENCES, AND ANNUITY:

- a. The Superintendent shall be entitled to twenty (20) paid vacation days between July 1 and June 30 during any year under this contract. During partial years of service, the annual allotment shall be pro-rated. He shall be credited with said days on July 1, of each year. The Superintendent may request by May 1st that five(5) unused vacation days be paid at the per diem rate. Any additional days will be waived.
- b. The Superintendent shall be entitled to all holidays recognized by the Committee and made available to any other District employee.
- c. The Superintendent shall be credited with 15 sick days as an annual allotment. Upon the Superintendent's resignation or retirement as the Superintendent in the Freetown-Lakeville Regional School District, the Superintendent shall receive a sum equal to that paid to district administrators, if any, for each day of accumulated sick leave as of the date of his resignation or retirement. The unused sick leave days earned in the preceding years will accumulate and be added to the current year's allowance, not to exceed 100 days at any given time.
- d. The Superintendent shall be entitled to three (3) personal days per fiscal year. Personal days may not be carried over, and any unused days will be waived.
- e. The Superintendent shall be entitled to all other benefits, including Group Life Insurance and leaves of absence such as bereavement, personal or professional days, as are available to other professional staff.
- f. The Committee shall pay to the Superintendent up to \$750.00 annually to offset the cost of a disability insurance policy premium. Payment to be made upon presentment of an annual premium bill or evidence of a monthly bill.

13. PERFORMANCE:

- a. The Superintendent and the Committee shall fulfill all of the terms of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.
- b. The Committee shall annually evaluate the performance of the Superintendent for purposes of providing feedback as to performance and as the basis for merit based salary negotiations.

- i. This will occur in writing in accordance with an evaluation instrument incorporating Massachusetts Department of Elementary and Secondary Education (DESE) standards and indicators for administrators which clearly articulate the goals, objectives and standards by which the Superintendent's performance will be measured. The goals meeting will occur during the Committee's August/September meeting each year to maintain consistency with the school schedule.
 - ii. If the parties do not agree on evaluation criteria or an instrument, the Committee may unilaterally adopt criteria or an instrument based on DESE standards of performance for Superintendents of Schools. Such instrument shall be considered as part of and incorporated by reference in this document.
 - iii. A summary or composite of the individual evaluations compiled by committee members shall be prepared by the Committee Chair, 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.
 - iv. To the extent that provisions of the Open Meeting Law, M.G.L. c. 30A, §21-25, require that the evaluation be conducted openly and that the Committee's evaluative is a public record, the parties agree to meeting the requirements of the law.
 - c. In addition, the Superintendent shall meet with the Committee, at least once each year, either informally or in Executive Session for the purpose of discussing his performance in relation to eligibility for and negotiation of merit pay, as well as the working relationship between the Committee and the Superintendent.
14. MEDICAL INSURANCE: The indemnity, HMO, PPO or other applicable Health Insurance Program available to employees of the District shall be made available to the Superintendent on the same terms and conditions as is applicable to other employees of the District. If the Superintendent retires from the District, he may participate in the District's health insurance plans to the same extent as other retirees of the District.
15. 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 in writing signed by the party against whom enforcement thereof is sought.
16. 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.

17. ARBITRATION: Any controversy or claim arising out of or 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 Voluntary Labor Arbitration Rules of the American Arbitration Association, and judgment of decision by an Arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of law.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party.

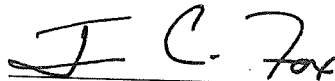
The arbitrator may enter any appropriate award including compensatory damages, which may include, but are not limited to, damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected in accordance with the terms hereof, but in no case may such award order or require the reinstatement of the Superintendent to his position.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first written above.

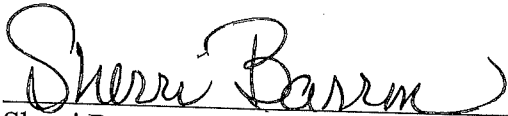
FREETOWN-LAKEVILLE REGIONAL SCHOOL COMMITTEE



Stephen Owen, Chair



Jean Fox, Vice-Chair



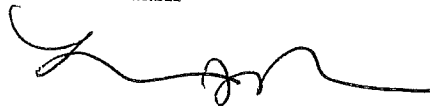
Sherri Barron



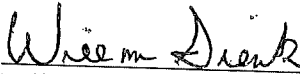
Robert Clark



Derek Gracia



Laura Ramsden



Will Sienkewicz



Stephen Sylvia