

MONOMOY REGIONAL SCHOOL DISTRICT
425 Crowell Road
Chatham, MA 02633

EMPLOYMENT AGREEMENT

This Agreement, effective upon its execution, is entered into by and between the **Monomoy 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 Monomoy Regional School District hereby employs as Superintendent of the Monomoy Regional Schools, and the Superintendent hereby accepts employment on the following terms and conditions:
- 2. Term** - The Superintendent shall be employed for the three (3) year period commencing on July 1, 2019 and ending on June 30, 2022. On or before February 1, 2022, the Committee will notify the Superintendent whether it desires to renew the Superintendent's contract. If the Committee does intend to renew the Superintendent's contract, the Committee and the Superintendent will then enter into discussions concerning an extension or successor to this contract. If no new Agreement is reached, however, this Agreement will expire on June 30, 2022.
- 3. Salary** - During the period between July 1, 2019 and June 30, 2022, the Superintendent will be paid at an annual rate which is no less than \$186,056 in FY20, \$187,917 in FY21, and \$189,796 in FY22. This pay includes a \$5,000 increase at the beginning of this contract acknowledging the Superintendent's fulfillment of a Doctorate in Education during the last contract. An additional performance incentive will be added to the aforementioned base pay for each of the four Monomoy schools attaining an Accountability Rating of "Meeting Targets" (or equivalent) according to the prior fiscal year's Official Accountability Report as calculated by the Massachusetts Department of Elementary and Secondary Education (DESE). This incentive will be added annually to the Superintendent's base pay. In any case where DESE does not calculate new Accountability Ratings for one or more schools, the Superintendent shall receive the .25% incentive for each unrated school.
- 4. Termination of Services** - The Committee shall have the right to terminate this Agreement at any time before the expiration date of this Agreement for incapacity, conduct unbecoming a Superintendent, insubordination, and other good cause, but not without prior notice and an opportunity to be heard. A termination by the Committee shall sever any and all rights that the Superintendent may have under this Agreement (with the exception of indemnification) for the balance of the contract period subsequent to the termination, including any claim to compensation.

The Superintendent shall have the right to terminate this Agreement at any time but only upon ninety (90) days written notice to the Committee.

5. Duties - The Superintendent shall serve as the Executive Officer of the Committee and shall perform the functions of said office as they are described in Chapter 71, Section 59 of the Massachusetts General Laws and in other sections of the General Laws. The Superintendent shall devote his full time, skill, labor and attention to said office during the term, and any extension, of this Agreement, provided, however, that the Superintendent may, with approval of the Chairperson of the Committee, undertake consultative work and accept speaking, writing, lecturing, or other engagements of a professional nature as he sees fit. It is agreed and understood between the Superintendent and the Committee that the activities permitted in this section shall not derogate from the Superintendent's duties and responsibilities under the terms and conditions of this Agreement.

6. Annual Vacation - The Superintendent shall receive twenty-four (24) working days as annual vacation, exclusive of legal holidays. The amount of this annual vacation will be prorated for any partial year of service. No more than ten (10) working days may be taken consecutively as vacation unless this provision is waived by the Committee. No more than ten (10) days of vacation can be carried over to a subsequent year. At the time of termination of services, the Superintendent shall be paid for ten (10) days of carried over vacation if such has been accumulated, which will be in addition to the regular vacation pay due the Superintendent accrued in the year of termination.

7. Fringe Benefits

A. Sick Leave: The Superintendent shall be entitled to fifteen (15) sick-leave days each school year earned at a rate of one and one-half (1.5) days per month, accumulative to 150 days.

Sick leave may be utilized each year for illness of a spouse, child, sibling, parent, parent-in-law, daughter-in-law, son-in-law or grandchild, subject to prior agreement of the School Committee.

Upon the death or retirement of the Superintendent, and provided the Superintendent has at least five (5) years of service to the Monomoy Regional School District, payment will be made to the Superintendent (or the Superintendent's estate) for 25% of the Superintendent's accumulated sick days, at the rate of one hundred dollars (\$100.00) per day.

B. Personal Leave: The Superintendent may use up to three (3) days annually for paid personal leave.

C. Bereavement Leave: The Superintendent will be entitled to bereavement leave of up to five (5) days at one time in the event of a death of the Superintendent's spouse, sibling, child, parent, parent-in-law, daughter-in-law, son-in-law, or grandchild, but not uncle, aunt, niece or nephew unless said relative is a member of immediate household. Up to five (5) days may be taken in case said Superintendent is designated as executor for a

family member or the funeral of a family member is over 400 miles from the District. The Superintendent shall notify the Committee of a bereavement leave as soon as possible after learning of the necessity for such absence.

D. Insurance: The Superintendent shall be entitled to the same medical and life insurance benefits provided other professional personnel in the employ of the Committee.

8. Expense Reimbursements - The Committee shall reimburse the Superintendent for out-of-state travel and expenses authorized by it which are reasonably incurred in the performance of his duties under the terms and conditions of this Agreement. Such latter expenses shall include at least the cost of, but not be limited to, necessary transportation and expenses for attendance at the Annual AASA Conference. The Superintendent shall be afforded an in-state travel allowance of Two Hundred Dollars (\$200.00) per month. The Superintendent will have the use of a school-owned cellular telephone for work-related purposes.

9. Professional Dues and Other Costs - The Committee shall reimburse the Superintendent, upon presentation of vouchers timely submitted, for the costs of membership in professional education organizations, for the costs of educational and professional conferences, and for the costs of books and other materials related to his professional duties, up to a maximum of One Thousand Two Hundred Dollars (\$1,200.00) per year.

10. Performance Evaluation - The Committee shall meet with the Superintendent before June 1 of each year of the term of this Agreement for the purpose of discussing with the Superintendent his performance as well as the working relationship between the Committee and the Superintendent. The Committee and the Superintendent will agree upon an evaluative document to be employed in reviewing the Superintendent's performance

11. Performance - The Superintendent shall fulfill all aspects of this contract. Any exception thereto shall only be by mutual agreement between the Committee and the Superintendent in writing.

12. Entire Agreement - This Agreement contains the entire 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 in writing, signed by the party against whom enforcement is sought. This Agreement supersedes any and all prior Agreements and amendments to Agreements entered into by the parties.

13. Invalidity - If any paragraph, or part thereof, of this Agreement shall be determined by appropriate forum to be invalid, then, in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.

14. Indemnification - The District will indemnify the Superintendent from personal financial loss and expenses, including legal fees and costs, to the extent allowable under G.L. Chapter 258, for acts and/or omissions by the Superintendent, if the Superintendent at the time of the acts and/or omissions was acting within the scope of and consistent with his official duties and employment. The School Department shall provide indemnification consistent with the above regardless of whether the claim or legal action is commenced during the Superintendent's employment with the Monomoy Regional School District or following the termination of such employment.

15. Arbitration

A. Scope of Controversy: Any and all controversies or claims arising out of an alleged breach of this Agreement, excluding claims based on state or federal anti-discrimination laws, statutes 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 and standards of M.G.L. c. 150C or if G.L. 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: Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within thirty days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but in no case shall such award order or require the reinstatement of the Superintendent to his/her position.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement and a duplicate thereof this 27th day of June, in the year 2019.