

MARTHA'S VINEYARD PUBLIC SCHOOLS

**CONTRACT OF EMPLOYMENT FOR
THE SUPERINTENDENT OF SCHOOLS**

This Agreement, made and entered into this 26th day of September, 2017, by and between the **MARTHA'S VINEYARD SUPERINTENDENCY UNION #19, ACTING THROUGH THE SCHOOL COMMITTEES OF ITS MEMBER TOWNS AND REGIONAL HIGH SCHOOL DISTRICT COMPRISING THE JOINT COMMITTEE** (hereinafter referred to as the "Joint Committee"), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and [REDACTED] (hereinafter the "Superintendent" or [REDACTED]).

WITNESSETH:

WHEREAS, the Joint Committee is authorized by Massachusetts General Laws Chapter 71, Section 63 to award a contract to a superintendent of schools; and,

WHEREAS, the Joint Committee desires to employ the services of said [REDACTED] as their Superintendent; and,

WHEREAS, it is the desire of the Joint Committee to describe and define the job duties and job responsibilities of the Superintendent, fix his salary, and provide for fringe benefits during the period of his employment; and,

WHEREAS, [REDACTED] represents that he is qualified and capable of performing the duties and responsibilities of said position; and,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Joint Committee and [REDACTED] agree as follows:

SECTION 1: TERM OF EMPLOYMENT/APPOINTMENT

Notwithstanding the provisions of any other written or verbal agreements or understandings, this Contract and the Superintendent's appointment hereunder, shall be for a six (6) year period effective on and commencing on July 1, 2018 and extending through June 30, 2024, unless sooner terminated in accordance with the provisions hereof. There is no automatic rollover of this Contract and it expires on its own terms on June 30, 2024.

SECTION 2: JOB DUTIES AND JOB RESPONSIBILITIES

The Superintendent of Schools is the Chief Executive Officer for the Martha's Vineyard Public Schools (i.e., Martha's Vineyard Superintendency Union #19 and Martha's Vineyard Regional High School). The Superintendent is the educational leader of the Martha's Vineyard Public Schools and is expected to perform all of those duties and responsibilities associated with the administration of the Martha's Vineyard Public Schools, as those duties and responsibilities are established, defined, or otherwise provided for under the approved job description and applicable state and federal statutes and regulations, including but not limited to the provisions of Massachusetts General Laws, Chapters 70-76, as amended by the Education Reform Act of 1993. He is also expected to comply with and act in accordance with those policies established by the Joint Committee and the School Committees of the member towns and regional high school district. The Superintendent shall perform faithfully, to the best of his ability, the duties of Superintendent of Schools as herein described and contemplated.

Furthermore, the Superintendent recognizes that his responsibilities and duties are not determined by prescribed hours and he will perform these responsibilities and duties, as contemplated herein, and will expend the time and energy necessary to effectively

perform these responsibilities and duties and to achieve the goals and purposes of the Martha's Vineyard Public Schools.

SECTION 3: WORK YEAR AND AUTHORIZED LEAVES

- A. 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 work days, including weekends, when necessary to effectively perform his job duties and responsibilities.
- B. The Superintendent shall be entitled to twelve legal holidays per year.
- C. During the term of this Contract, the Superintendent shall receive twenty-five (25) vacation days per year. Vacation days earned in a particular contract year may be carried over and used through August 31st of the following contract year. Any vacation days so accumulated and remaining unused as of August 31st will be surrendered.
- D. The Superintendent shall be entitled to eighteen (18) sick days per year for use during periods of his own sickness or injury. During this contract, such days may be accumulated up to the total of 144 days. Unused sick leave shall be reimbursed at the rate of \$20 per day upon the expiration of the term of the Superintendent's contract.
- E. The Superintendent shall be allowed up to three (3) days of bereavement leave with pay during the school year each time there is a death in the Superintendent's immediate family. Immediate family shall be defined as spouse, child, sibling, parent, grandparent, grandchild, or in-law. In the

event that out of state travel is required, up to five days of bereavement leave shall be allowed.

- F. The Superintendent shall be allowed up to three (3) days of personal leave per year in order to attend to personal business that cannot otherwise be scheduled during non-work hours.

SECTION 4: COMPENSATION

For the period commencing July 1, 2018 and ending June 30, 2019, the Superintendent shall be paid a total salary of one hundred seventy-five thousand dollars (\$175,000), payable in twenty-six equal installments, at intervals consistent with the normal payroll practices applicable to all employees of the Superintendency Union. Absent a termination of this Contract, and unless specifically increased by the Joint Committee, the annual salary for each of the final two years of this Contract Term is agreed as follows.

For the period commencing July 1, 2019 and ending June 30, 2020, the Superintendent shall be paid a total salary of one hundred eighty thousand dollars (\$180,000).

For the period commencing July 1, 2020 and ending June 30, 2021, the Superintendent shall be paid a total salary of one hundred eighty-five thousand dollars (\$185,000).

For the period commencing July 1, 2021 and ending June 30, 2022, the Superintendent shall be paid a total salary of one hundred ninety thousand dollars (\$190,000).

For the period commencing July 1, 2022 and ending June 30, 2023, the Superintendent shall be paid a total salary of one hundred ninety-five thousand dollars (\$195,000).

For the period commencing July 1, 2023 and ending June 30, 2024, the Superintendent shall be paid a total salary of two hundred thousand dollars (\$200,000).

SECTION 5. HEALTH AND DENTAL INSURANCE

The Joint Committee agrees to provide the Superintendent with health and dental insurance of the same type offered to other employees of the Joint Committee, and the Superintendent shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the Joint Committee.

SECTION 6. INDEMNIFICATION

The Joint Committee will take whatever steps are necessary to provide the Superintendent with coverage comparable in amount to that provided to School Committee members under the School Committee's Errors and Omissions Policy.

The Joint Committee agrees to provide indemnification and legal defense of the Superintendent in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable.

SECTION 7: RETIREMENT SYSTEM

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by Mass. G.L. c. 32.

SECTION 8: REIMBURSEMENT FOR EXPENSES

The Joint Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Contract. Such expenses, by way of example, may include: costs of transportation, meals, lodging and attendance

at appropriate local, state, and national meetings and conferences, such as AERA, ASCD, AASA; costs of national, state and local professional organization dues, such as AASA and MASS; and costs associated with subscriptions to professional journals.

The Joint Committee shall reimburse the Superintendent for all out-of-state expenses reasonably incurred in the performance of his duties under this Contract. However, attendance at out-of-state meetings shall be subject to prior notification and approval by the Joint Committee.

SECTION 9A: VEHICLE USE ALLOWANCE

The Joint Committee shall provide the Superintendent with a vehicle use allowance of \$250 per month, which figure is intended to reimburse the Superintendent for use of his vehicle and mileage traveled in connection with school business.

SECTION 9B: CELL PHONE ALLOWANCE

The Committee shall provide the monthly sum of \$100 in reimbursement to the Superintendent for his use of a cell phone which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

SECTION 10: PROFESSIONAL GROWTH AND DEVELOPMENT

ALLOWANCE

The Superintendent is encouraged to participate in conferences, programs, seminars, and courses sponsored by school committee and school administrator associations and/or public or private educational institutions. Such participation is intended to aid the Superintendent in his continued professional growth and development. The Joint Committee will provide a reasonable amount of time for these activities, including attendance and/or presentations at professional meetings. Such participation

shall not interfere with the Superintendent's performance of his duties as Superintendent. The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of written voucher for the same.

SECTION 11: RESIDENCE

The Superintendent is required to maintain a residence in one of the six towns on Martha's Vineyard during the term of this Contract.

SECTION 12: CERTIFICATION

The Superintendent acknowledges that Massachusetts law requires that he possess a valid and appropriate certification from the Commonwealth of Massachusetts qualifying him to serve as a Superintendent of Schools in Massachusetts.

The Superintendent represents that he possesses the necessary certification from the Commonwealth of Massachusetts which qualifies him to serve as Superintendent of Schools and will produce a copy of same for inclusion in his Personnel File.

The Superintendent shall maintain such certification throughout the term of this Contract, and agrees to advise the Joint Committee immediately in the event that his certification is revoked, suspended, or otherwise affected in any way. The failure to maintain or possess the necessary certification to serve as Superintendent shall be considered a material breach of this Agreement.

SECTION 13: 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 Joint Committee. The Superintendent shall also submit to any additional CORI checks as are required under the District's CORI Policy from time to time. The Superintendent shall also be required to

comply with all applicable laws and regulations regarding fingerprinting and he shall do so at his own expense.

SECTION 14: CONSULTATIVE WORK

The Superintendent may undertake and engage in consultative work, paid or unpaid, on behalf of outside individuals and/or concerns, only during vacation time, and only with the prior notification to and approval by the Joint Committee. In no event shall such work impede the Superintendent in the performance of his job duties and responsibilities.

SECTION 15: STATE ETHICS LAWS

The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities.

SECTION 16: TERMINATION OF CONTRACT BY THE SUPERINTENDENT

This Contract may be terminated by the Superintendent provided he gives written notice to the Joint Committee not less than six (6) months before the effective date of such anticipated termination. The Joint Committee requests that in that event that the Superintendent make every effort to set a termination date that corresponds with the end of the academic year unless unforeseen circumstances arise.

SECTION 17: TERMINATION OF CONTRACT BY JOINT COMMITTEE

This Contract and the employment of the Superintendent may be terminated, in accordance with the provisions of Mass. G.L. c. 71, Section 63, with the consent of the department, by a two thirds vote of the full membership of the Joint Committee. While the Joint Committee has the right to terminate this Contract without any advance notice,

when possible and appropriate, in the sole discretion of the Joint Committee, the Joint Committee will endeavor to grant to the Superintendent ninety (90) days prior notice of its intent to terminate the Contract. In the event of termination, the rights of the Superintendent under this Contract shall cease upon the stated termination date and the Joint Committee shall have no further obligations hereunder after the termination date.

SECTION 18: GOALS AND OBJECTIVES

Prior to the beginning of each school year, the Joint Committee and the Superintendent shall meet to establish performance goals and objectives for the coming school year. These goals and objectives shall be in writing, shall be consistent with the duties and responsibilities of the Superintendent and will be among the criteria by which the Superintendent is evaluated.

SECTION 19: EVALUATION

The Joint Committee shall evaluate the performance of the Superintendent on a yearly basis during the term of this Contract utilizing the so-called Model System developed by the Department of Elementary and Secondary Education for the evaluation of Superintendents.

SECTION 20: MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.

SECTION 21: LAW GOVERNING

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

SECTION 22: SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

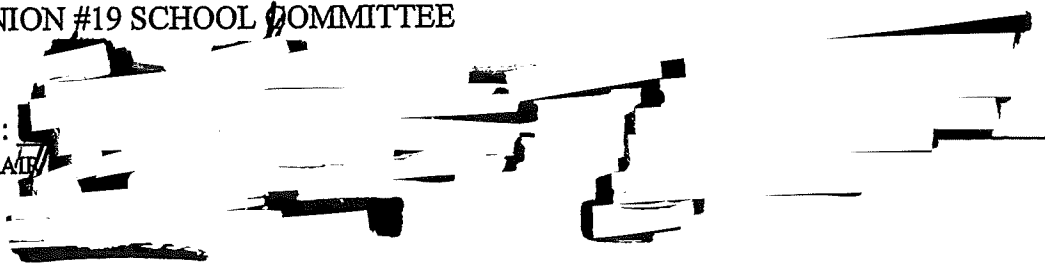
SECTION 23: ENTIRE AGREEMENT

This Contract embodies the entire Agreement between the Joint Committee and the Superintendent.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 26th day of September in the year 2017.

MARTHA'S VINEYARD SUPERINTENDENCY
UNION #19 SCHOOL COMMITTEE

By:
CHAIR

A large area of the document is redacted with heavy black ink, obscuring the signature and name of the individual representing the Martha's Vineyard Superintendency Union #19 School Committee.



MARTHA'S VINEYARD PUBLIC SCHOOLS
SCHOOL SUPERINTENDENT

PROFESSIONAL ROLE DESCRIPTION

- TITLE:** Superintendent of Schools:
- QUALIFICATIONS:** Master's Degree from an accredited educational institution.
Earned doctorate preferred.
- Valid Massachusetts Certification in Educational Leadership,
Administration and Supervision, or School Principal.
- Minimum of ten (10) years successful teaching and administrative
experience in a K-12 comprehensive school system.
- REPORTS TO:** School Committee Members

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of effective school concepts and principles.
- Knowledge of learning theory, program planning, curriculum development, and management of instructional programs.
- Knowledge of statutory and regulatory requirements in areas of school budget and finance, educational facilities, and human resources.
- Ability to supervise people.
- Ability to plan and present information to the public.
- Ability to facilitate various size groups using facilitative leadership skills.
- Ability to make decisions based on relevant information.
- Ability to balance several job functions at one time and work under a heavy workload.
- Ability to work cooperatively with School Committee members, school personnel, community, and other departments and agencies.
- Good interpersonal and communication skills.
- Ability to represent the District at state and regional functions.

JOB GOAL

The Superintendent will provide leadership in developing, implementing, evaluating and maintaining the best possible educational programs and services for students throughout the District. He/she will act as the chief executive officer of the school district and its chief spokesperson.

PERFORMANCE RESPONSIBILITIES

Educational Leadership

1. Direct the overall activities of planning, developing, coordinating, implementing and evaluating all educational services for the District.
2. Focus on specific programs to better meet the needs of all learners across the academic spectrum, the academically accelerated/talented, the disabled, special populations, and other under-served student groups.
3. Present policy options along with specific recommendations to the school committees when circumstances require the committee to adopt new policies or review existing policies.

Inter/Intra-Agency Communication and Delivery

1. Maintain good working relationship with the local community leaders including selectmen, finance committee members, and town administrators.
2. Maintain good public relations with parents and community groups for dissemination of information and feedback.
3. Provide leadership in interpreting the programs, philosophy, and policies of the District to staff, students, and the community
4. Maintain a close working relationship with district employees to ensure information exchange, coordination of efforts, and general support for the decision-making process.
5. Respond to inquiries and concerns in a timely manner.
6. Keep school committee members informed of potential problems or unusual events.
7. Provide all school committee members with appropriate background information in advance of committee meetings.
8. Maintain open communication between the community and the schools.
9. Remain current and knowledgeable of state and federal laws and pertinent M.G.L., DOE Regulations

Professional Growth and Improvement

1. Keep informed about current research, trends, and best practices in all areas and disseminate information to appropriate personnel.
2. Maintain a network of peer contacts through professional organizations.
3. Maintain expertise to fulfill project goals and objectives.
4. Attend training sessions, conferences, and workshops as appropriate to keep abreast of current practices; programs character education, and legal issues.

5. Ensure that professional development activities are available to all school department employees.

Systemic Functions

1. Serve as liaison between the State Department of Education and the District in communicating and planning program requirements of the state statutes, State Board of Education rules and regulations, and mandated federal programs
2. Report on the status of curriculum and learning programs and services at the request of the school committee members.
3. Provide leadership in the preparation for and conducting of collective bargaining negotiations.
4. Assure adherence to all collective bargaining agreements.
5. Provide leadership in the development of policies and administrative guidelines.
6. Assist in the preparation of school committee meeting agendas.
7. Serve as the school committees' chief executive officer and preeminent educational advisor in all efforts of the committee to fulfill its school system governance role.
8. Participate in strategic planning that will engage the committee and the community in positioning the school system for success in ensuing years.
9. Ensure that the school system provides equal opportunity for all students and staff.
10. Coordinate annual performance evaluations and make recommendations for appropriate employment action on all personnel.
11. Develop, recommend, and administer the school district budgets as well as the Superintendent's Office budget.
12. Provide leadership to the Superintendent's Central Office Team and the Administrative Cabinet.
13. Perform other incidental tasks consistent with the goals and objectives of this position.
14. Directly oversee the work of other central office personnel.
15. Review and approve principal's hires of all teachers, athletic coaches and other personnel assigned to a particular school, consistent with district personnel policies and budgetary restrictions. Initiate or review and approve discipline or discharge of staff.
16. Hold regular meetings with Building Principals, Coordinators/Directors and all other administrators to discuss progress and educational problems facing the District.
17. Direct the operations and activities of administrators; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
18. Be personally responsible for all evaluations of administrators.
19. Review with principals the role of school councils.

Leadership and Strategic Orientation

1. Provide leadership and guidance in the development of annual goals and objectives for assigned departments or program.
2. Set high standards and expectations and promote professional growth for self and others
3. Collaborate with other administrators through national and state professional associations to inform state legislators, members of Congress, and other appropriate state and federal officials on local concerns and issues.
4. Work with local and state officials to garner support for a fair and sound school budget that encompasses jointly developed committee-administration goals and priorities.
5. Maintain open communication between the community and the schools.
6. Be aware of all aspects of Massachusetts's education law and share all changes or amendments with the school committee in a timely fashion.

EVALUATION

Performance of this job will be evaluated in accordance with provisions of the School Committee's policy on the evaluation of the Superintendent of Schools.