

**UPPER CAPE COD REGIONAL SCHOOL DISTRICT
SUPERINTENDENT CONTRACT OF EMPLOYMENT**

THIS AGREEMENT is made this 14th day of May, 2020, by and between the UPPER CAPE COD REGIONAL SCHOOL DISTRICT, acting by and through the Upper Cape Cod Regional School, (hereinafter referred to as "Committee") with a principal place of business at 220 Sandwich Rd., Bourne, Massachusetts 02532 and _____ an individual with a principal place of residence at _____, (hereinafter referred to as ("Superintendent")).

WHEREAS, _____ has been appointed as the "Superintendent" of the Upper Cape Cod Regional Schools, effective July 1, 2020;

WHEREAS, the parties have agreed to negotiate an Employment Agreement;

NOW THEREFORE, in consideration for the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment. The "Committee", pursuant to the provisions of M.G.L. c. 71, §59 and in accordance with an Order adopted at the meeting held on May 14, 2020 hereby employs _____ : as the "Superintendent" of the Upper Cape Cod Regional School District and _____ : hereby accepts such employment under the following terms and conditions, effective as of July 1, 2020.

2. Term of Agreement

A. The "Superintendent" shall be employed for the period from July 1, 2020, through June 30, 2024.

B. If the "Committee" intends to renew the Agreement, it shall give notice prior to July 1, 2023, and initiate negotiations for a successor contract, which contract, if agreed to, shall become effective after June 30, 2024. If the "Committee" does not notify "Superintendent" "at least twelve (12) months prior to the expiration date of this contract that it does not intend to renew this agreement, it shall be renewed for a one-year period. Such notice must be given by certified mail, return receipt requested to "Superintendent" at his address of record.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the "Committee" to terminate the services of the "Superintendent", prior to the expiration of the term of this Agreement, subject to the provisions set forth in Section 22 of this Agreement.

D. Nothing in this Agreement shall in any way be construed as granting tenure or "professional status" to the "Superintendent" "in the position of "Superintendent".

3. Professional Certification and Professional Development

- A. The "Superintendent shall secure the appropriate certificate qualifying him to serve as a "Superintendent" of schools in the Commonwealth of Massachusetts, as required by M.G.L. c. 71, §38G. The "Superintendent" also shall pursue all appropriate professional development activities necessary for the fulfillment of his professional development plan and maintenance of his certification.

4. Duties and Responsibilities

A. The "Superintendent" shall diligently, faithfully, professionally and competently perform the duties and responsibilities of the "Superintendent" of Schools; shall serve as the Chief Executive Officer of the School District, as provided in M.G.L. c. 71, §59 and all other applicable laws and regulations pertaining to public education in Massachusetts; and shall be responsible to direct, organize and manage the school district, in conformity with the requirements of M.G.L. c. 71 and all other applicable federal and state statutes and regulations pertaining to public education, and in conformity with the lawful rules and policy determinations of the "Committee". The "Superintendent" also shall fulfill all of the terms and conditions of this Agreement. The "Superintendent" shall be the Chief Education Officer of the District.

B. Except as otherwise required by the "Superintendent's" duties, the "Superintendent" shall attend all School District meetings and shall provide administrative recommendations on each item of business involving the administration of the school or education matters as he deems appropriate or as requested by the committee.

C. The "Superintendent" recognizes that the proper performance of his duties and responsibilities will require him to work longer than the school day and that his duties and responsibilities are not confined to prescribed hours. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

D. The relationship between the "Committee" and the "Superintendent" shall be based on a deep commitment to working cooperatively for the benefit of the children and the general community served by the Upper Cape Cod Regional School, and it shall reflect a clear understanding that the "Committee" is the establishing agent of all school system policy and that the "Superintendent" has the responsibility to administer said policy in a sound, fair and ethical manner.

E. Consistent with the lawful policies of the committee and the budget established by the committee and subject to law and any legally binding contracts of the school district, the Superintendent shall have the authority to organize, reorganize and arrange the administrative and supervisory staff in such a way as, in his best judgment, best serves the School District.

F. In its discretion, the "Committee" may refer to the "Superintendent" any criticisms, complaints and situations that are brought to its attention and which the "Committee" deems important enough

to warrant the “Superintendent’s” attention. The “Superintendent” shall review and make recommendations on any matters referred to him by the “Committee”. Any criticisms, complaints or situations that the Committee does not promptly bring to the Superintendent’s attention under this provision may not be referenced or considered by The Committee in any disciplinary proceedings or performance evaluation of the Superintendent.

5. Community Activities

The “Committee” expects the “Superintendent” to devote a reasonable amount of time to participation in community activities in order to generate support for the School District, and to solicit feedback from the community on the performance of the School District. In addition, the “Committee” and the “Superintendent” agree that his participation in professional educational activities and organizations is a direct benefit to him and the School district, as opportunities for professional growth serve to enhance the “Superintendent’s” performance and as a platform for demonstrating the regional district’s commitment to improving public education.

6. Goals and Objectives: Evaluation

A. The “Committee” and the “Superintendent” shall meet in open session to discuss the establishment of mutually acceptable goals and objectives, including measurable outcomes and dependencies, for each school year, taking into account the educational goals or policies established by the “Committee”. If the parties are unable to agree on mutual goals and objectives, the “Committee” shall set goals and objectives, considering the consultation and deliberation they have had with the “Superintendent”.

B. The “Superintendent” shall be evaluated annually by the “Committee” in accordance with the educator evaluation regulations promulgated by and Model System for Superintendent Evaluation developed by The Massachusetts Department of Elementary and Secondary Education.

7. Compensation

A. The “Committee” agrees to pay the “Superintendent”, in consideration of faithful, diligent, and competent performance of the duties and responsibilities of “Superintendent”, in accordance with the regular payroll cycle of the School District and a four-step salary schedule:

(1) Effective July 1, 2020, the “Superintendent” will be paid an annualized salary equal to One Hundred Sixty Thousand Dollars (\$160,000), less all lawful withholdings and deductions for the first year of this contract.

(2) Effective July 1, 2021, the “Superintendent” will be paid an annualized salary equal to One Hundred Sixty-Four Thousand Two Hundred Dollars (\$164,200), a 2.0% increase plus \$1000, less all lawful withholdings and deductions for the second year of this contract.

(3) Effective July 1, 2022, the “Superintendent” will be paid an annualized salary equal to One Hundred Sixty-Eight Thousand Four Hundred and Eighty Four Dollars (\$168,484), a 2.0% increase,

plus \$1000, less all lawful withholdings and deductions, for the third year of his contract.

(4) Effective July 1, 2023, the Superintendent” will be paid an annualized salary equal to One Hundred Seventy-Two Thousand Eight Hundred Fifty-Four Dollars (\$172,854), a 2.0% increase plus \$1000, less all lawful withholdings and deductions for the fourth year of this contract.

B. The “Superintendent” shall not be entitled to overtime or compensatory time. The position of “Superintendent” is an exempt position under the Federal Fair Labor Standards Act.

8. Vacation Leave

A. The “Superintendent” shall be granted annually, on the first day of each contract year, thirty (30) days of paid vacation leave, exclusive of authorized holidays.

B. It is the intention of the parties that vacation days are to be taken annually. In no event may more than five (5) cumulative days of unused vacation time be carried over from one fiscal year to the next. The “Superintendent” may elect to be compensated for up to fifteen (15) unused vacation days per year, to be paid by the School District at his prevailing salary, in addition to the salary established in Section 7 of this Agreement.

C. Unused vacation leave shall be paid upon termination of employment in accordance with Massachusetts law.

D. The “Superintendent” shall coordinate his vacation leave with the Chair of the “Committee”.

9. Sick Leave

A. Effective July 1, 2020, the “Superintendent” shall earn paid sick leave at the rate of twenty (20) days per year and sick leave shall be cumulative, up to two-hundred and twenty-five (225) days. Currently accrued sick days as of the effective date of this agreement shall be carried over from service in the previous position within the school district.

B. Once the accruable limit of two-hundred and twenty-five (225) days has been reached “Superintendent” shall be compensated for unused days, up to twenty (20) at one-half his per diem rate paid annually.

C. Upon termination of this agreement (unless termination is for good cause) or retirement the “Superintendent” shall be compensated for accrued days, up to two-hundred and twenty-five (225) at one-half his per diem rate.

10. Longevity

In recognition of the value of the services provided by the "Superintendent" and other long-term employees over time to the district, their dedication to the district, and annual longevity payments available to other employees of the school district, the parties agree that "Superintendent" shall receive annual longevity compensation as follows:

\$2000 per year, as of the commencement of the Superintendent's 17th year of service with the School District.

\$2000 per year, as of the commencement of the Superintendent's 18th year of service with the School District.

\$2000 per year, as of the commencement of the Superintendent's 19th year of service with the School District.

\$2500 per year, as of the commencement of the Superintendent's 20th year of service with the School District.

11. Annuity and Savings Bond

"Superintendent" may participate in (1) annuity plans pursuant to Chapter 71, Section 37B, of the Massachusetts General Laws; and (2), payroll deduction for savings plan: provided, however, that requests for participation therein are made timely as required by law and other pertinent regulation. Included as part of "Superintendent's" regular compensation, shall be annual payment by the "Committee" to an insurance company of "Superintendent's" choice for an annuity contract consistent with Massachusetts General Law c71 37B, and Section 403b of the IRS code and applicable Massachusetts Teachers' Retirement Board and public employee retirement administration regulations. The "Committee" agrees to pay Twelve-Thousand Dollars (\$12,000) for such annuity for each year of the contract.

12. Insurance

The "Superintendent" shall be eligible for the group health and dental insurance applicable to all staff at Upper Cape Cod Regional. The "Committee" shall be obligated to offer to the "Superintendent" only those health insurance and dental insurance plans that are offered to employees of the School District. These benefits shall include, but not be limited to, seventy percent (70%) payment of premiums for the health plan of "Superintendent's" choice, and one hundred percent (100%) of a Ten Thousand Dollar (\$10,000) face value group life insurance. The "Committee" shall contribute Ten Thousand Dollars (\$10,000) per year towards the purchase of life insurance policies of "Superintendent's" choosing. Such payment shall be made directly to the insurance company.

13. Bereavement Leave

The "Superintendent" shall be entitled to paid bereavement leave of five (5) consecutive days per contract year for the death of an immediate family member, as defined by the School District policy for professional employees, or a relative who resided in the home of the "Superintendent", and one (1) calendar day for death of a close relative.

14. Personal Days

The "Superintendent" shall be entitled to paid personal leave of three (3) days per contract year for attending to personal situations which otherwise cannot be handled during non-work time. It is agreed that such days will not be taken immediately prior to or following a holiday or vacation period unless required and unavoidable. Personal days may not be accumulated or accrued from one year to the next.

15. Holidays

The "Superintendent" shall be entitled to a day off with pay for all Massachusetts legal holidays and other holidays authorized by the "Committee".

16. Expenses

A. The "Superintendent" shall be reimbursed for all necessary and reasonable expenses (excluding commuting) incurred in the performance of the duties of the "Superintendent", including cost of transportation and attendance at appropriate, local, state, national and international meetings and conferences, and dues for membership in professional organizations. Prior to participation in international meetings the "Superintendent" shall obtain approval of the Chair, which shall not be unreasonably withheld

B. The "Superintendent" shall be provided with the use of a School credit card for expenses associated with the conducting of School District business, subject to appropriate School District procedures and policies regarding credit card use.

17. Transportation

The "Superintendent" shall be provided with the use of a school vehicle for the "Superintendent's" unrestricted use and that vehicle may be domiciled at his home. [Note 1] Insurance, maintenance and repairs and gasoline in connection with the operation of said vehicle shall be paid by the School District. The "Superintendent" may purchase or lease a vehicle, at the District's expense. He shall consult with the Chair of the "Committee" with respect to such purchase or lease before entering into it.

[Note 1: Upon expiration of this Agreement and the "Superintendent's" employment with the School District, he shall return the vehicle to the District.]

18. Technology and Communication

A. To facilitate the work and availability of the "Superintendent", the School District agrees to provide the "Superintendent" with reasonable and necessary current technology and communications and computer access (laptop computer, software, and supplies, cell phone,) at both his office and residence for business and limited personal use to enable him to conduct work from either location or from remote locations. To facilitate the work and availability of the "Superintendent", the District also agrees to provide the "Superintendent" with reasonable and necessary cellular communications for business and limited personal use to enable him to conduct work from either his office, residence or from remote locations.

19. Outside Professional Activities

The "Superintendent" shall devote full time, attention and energy to the business of the School District. The "Superintendent", however, may undertake speaking engagements, writing, or lecturing, whether paid or unpaid, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as "Superintendent" or Chapter 268A of the Massachusetts General Laws. Such outside professional activities shall be reported with reasonable promptness to the Chair of the "Committee".

20. Retirement

The "Superintendent" shall participate in the Massachusetts Teachers Retirement System as required by M.G.L. c. 32, §2 and in accordance with applicable laws, regulations and rules.

21. Termination of Agreement

A. The "Committee" may terminate the employment of the "Superintendent" at any time during the term of this Agreement for good cause after written notice and an opportunity for the "Superintendent" to be heard before the "Committee" prior to official action being taken. Said hearing shall be convened in Executive Session as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent are inextricably linked to performance. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action. Any adverse action against the "Superintendent" will require a two thirds (2/3) vote of the full "Committee."

"Good cause" shall mean any grounds put forth by the "Committee" which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system.

Upon such termination of this Agreement, the "Superintendent" shall be paid the full amount of salary and other benefits due. This provision shall survive the termination of this Agreement.

B. The "Superintendent" may resign his position upon ninety (90) days written notice to the "Committee".

C. This Agreement and the "Superintendent's" employment may be terminated at any time by mutual consent of both parties.

D. Termination of the "Superintendent's" employment shall terminate this Agreement. This provision shall survive the termination of this Agreement.

22. Indemnification

The "Committee" agrees, as a further condition of this Agreement that, in accordance with the provisions of M.G.L. c. 258, it shall defend, hold harmless and indemnify the "Superintendent" from any and all demands, claims, suits, actions, and legal proceedings brought against the "Superintendent", in his individual capacity or official capacity as an agent and officer of the "Committee", provided such actions relate to the conduct of the "Superintendent" while he was acting within the scope of his employment duties, and that he acted in good faith.

23. Notices

All notices under this Agreement shall be sent to the following:

To Upper Cape Cod Regional School "Committee":
Upper Cape Cod Regional School Committee
220 Sandwich Road
Bourne, MA 02532

To "Superintendent":

or to such other address as the "Superintendent" submits in writing to the "Committee".

All notices shall be effective when provided to the "Committee" and/or the "Superintendent" by United States mail, private tracked courier delivery, or confirmed receipt facsimile, and shall be deemed delivered as of the date of personal service by such courier or facsimile, or as of the date of deposit of such written notice in the United States mail.

24. Legal Validity

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts and is consistent with the policies, rules and regulations of the "Committee". If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will be

considered severable, will not be affected, and will remain in full force and effect. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

25. Entire Agreement

This Agreement embodies the entire agreement between the "Committee" and the "Superintendent" and the parties acknowledge that there have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement supersedes all prior Agreements between the parties. This Agreement may not be changed except by an agreement in writing signed by the parties.

26. School Committee Protection

The "Superintendent" and the "Committee" agree that the several individual members of the School Committee shall not be sued personally or held liable for any alleged violation of the specific terms and conditions of this Agreement relating to the payment of salary, vacation pay or other compensation for services rendered hereunder provided further that such member is not intentionally interfering with the said contract by such action.

27. Legal Representation and Understanding

Each party has had the opportunity to consult with counsel prior to executing this Agreement. Further, each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party. Each party has read this Agreement, understands the content of the document, and has executed it voluntarily.

28. Arbitration

A. Scope of Controversy

Any controversy or claim against the Committee 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 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 M.G.L. c. 150C or if C. 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

The parties agree to submit to subpoenas issued by the arbitrator. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously

forwarded to the Superintendent pursuant to Article 4(F).

The arbitrator may enter any and all appropriate relief to the Superintendent including, but not limited to, compensatory damages due under the contract.

IN WITNESS THEREOF, the parties have hereto signed and sealed this Agreement as of the day and year set forth above.

signed by	UPPER CAPE COD REGIONAL SCHOOL COMMITTEE
	signed by
	(Seal) _____, Chair (Seal)
Dated:	Dated:
	<i>Approved as to Legal Form:</i>
	Counsel to School Committee
	Dated:

CERTIFICATION OF EXECUTIVE SECRETARY TO THE SCHOOL COMMITTEE

THIS IS TO CERTIFY that this Agreement was approved, and the execution thereof on behalf of the Upper Cape Cod Regional School Committee of Bourne was authorized, by a vote of the Upper Cape Cod Regional School Committee at a public meeting duly held on May 12, 2020 and has been made a part of the minutes of that meeting.

Executive Secretary to the School Committee