

MIDDLEBOROUGH PUBLIC SCHOOLS

CONTRACT OF THE SUPERINTENDENT

This contract is made this 13 th day of January, 2018 by and between the Middleborough School Committee (hereinafter referred to as "Committee") and Brian Lynch, (hereinafter referred to as "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 the superintendent of the Middleborough Public Schools for a period to commence as of July 1, 2018 and to end on June 30, 2023. The Committee shall notify the Superintendent at least six (6) months prior to the stated expiration date whether it intends to renew or extend this agreement for a specified length of time beyond the stated expiration date. If the Committee does not notify the Superintendent, or if terms for a renewal or extension are not met, the Superintendent shall be entitled to a one-year extension of this Agreement at the then current salary, terms and conditions.
2. Compensation. The Superintendent hereby accepts such employment annual salary to be determined after the performance review in the spring of 2018 but shall not be less than his salary for FY17.
  - a. Superintendent will be eligible to receive up to 3% increase to salary each year based on the Superintendent's achievement of goals and his annual performance evaluation completed by the Committee.
  - b. Superintendent will receive an annual longevity bonus of \$700 after completion of his fifth full year as Superintendent, and for each contract year thereafter.
3. Duties. The Superintendent shall perform faithfully to the best of his ability the duties of the Superintendent of Schools, and shall serve as Executive Officer of the Committee. The Superintendent hereby agrees to be governed by the policies of the Committee.
4. Early Discharge for Good Cause. Where good cause exists, the Committee may discharge the Superintendent upon a majority 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 the Committee's official act of discharge. Said hearing shall be convened in Executive Session pursuant to the Open Meeting Law, unless Superintendent chooses a Public Session for such hearing. 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 termination. The Committee chairperson is authorized to immediately place the Superintendent on paid administrative leave if the chair deems it necessary for the effective operation of the school district pending an investigation and/or hearing.

Good cause as used herein shall mean any grounds put forth by the Committee that is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system.

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 20 hereunder.

5. Resignation. There shall be no penalty for the release or resignation by the Superintendent from this contract, provided that notice is given no later than September 1 and that the Superintendent completes the fiscal year that follows his notification of resignation. The Committee may agree, in its discretion, to a lesser period of notice at which time the resignation or release is to take effect.
6. Salary Deductions. This Contract shall conform to the regulations governing deductions from the above stated compensation with reference to the Withholding Tax, Social Security, FICA, Teachers' Retirement and other deductions, including annuity or insurance payments, 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. Superintendents 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 this school district in the Commonwealth, as required by M.G.L. c. 71, sec. 38G.
8. Medical Examination. In the event of disability by illness or incapacity that cannot be accommodated reasonably, the Committee may terminate this Agreement by written notice to the Superintendent at any time after the Superintendent (a) has exhausted any accumulated sick leave and such other leave as may be available, and (b) has been absent from his employment due to such disability for 180 days within any 12 month period or 90 consecutive days. If a question arises concerning the capacity of the Superintendent to return to his duties, the Committee may request that the Superintendent submit to a medical evaluation conducted by a doctor of its choosing and paid by the Committee to determine the Superintendent's ability to perform the essential functions of the position with or without reasonable accommodations. The Superintendent's failure to cooperate in such an examination shall be "good cause" for dismissal.
9. Other Activities. The Superintendent may accept speaking, writing, lecturing, or other engagement of a professional nature provided that the Superintendent has

notified the Committee chairperson, and the chairperson has approved. Such activities shall not cause her to derogate from his duties as Superintendent.

10. Administration and Supervision of Schools.

- a. The Superintendent shall:
  - i. Exercise responsibility to organize, reorganize and arrange the administrative and supervisory staff and teaching staff of the district;
  - ii. Administer curriculum and instruction and assume responsibility for selection, placement and transfer of personnel as determined by law;
  - iii. Assume responsibility for all matters relating to the supervision and oversight of staff, including but not limited to, evaluation of personnel and shall conduct all hearings or meetings relevant thereto, notwithstanding any collective bargaining agreement to the contrary.
  - iv. Perform any other superintendent duties as required by General Laws of Massachusetts.

11. Expenses.

- a. Mileage and Telephone: The Committee shall pay the Superintendent a flat travel stipend in the amount of \$600 per year for any travel within the school district. The Committee shall reimburse the Superintendent as an expense allowance for travel outside of the District, but within the State or New England with voucher at the rate of fifty-five and one-half cents (\$.55½) per mile. The per mile reimbursement will be reviewed annually based on the federal reimbursement rate.

The Superintendent shall be entitled to be reimbursed \$100 per month for calls made on his personal cell phone in order to conduct school district business. Alternatively, the Superintendent may elect to use a school-provided cell phone to conduct school district business.

- b. Conferences and Professional Development: The Committee shall annually reimburse the Superintendent for attendance and expenses (i.e. fees, lodging and/or transportation) of professional conferences held out of state, seminars and conferences in state, publications, dues from groups not expressly mentioned herein, courses, or other professional development activities, up to \$2,500 in any fiscal year upon submission of written voucher for the same. Expenses exceeding \$2,500 for the fiscal year must be approved by the Committee. Approval shall be based in part on the whether the proposed professional development activity is aligned to the Superintendent's annual goals and/or the Committee's goals for the school district.

Registration and lodging for the MASS Summer Institute and MASS/MASC Annual Joint Conference, as well as the registration only for the MASS winter and spring meetings, aggregate total not to exceed \$2,000 per fiscal year, shall be paid by the Committee and shall not be charged against the aforementioned annual reimbursement for conferences. Expenses exceeding \$2,000 for the fiscal year must be approved by the Committee.

- c. Professional Association Dues: Dues for the following professional associations shall be paid by the Committee and shall not be charged against the aforementioned annual reimbursement for conferences, professional development, etc.:

- AASA (approx. \$447)
- MASS (approx. \$700)
- Old Colony Supt. Assoc. (approx. \$75)
- ASCD (approx. \$134)

The aforementioned association dues are approximations based on school year 2014-2015 rates and may increase the ensuing year due to increases by the aforementioned agencies.

12. Computer: The Committee shall furnish the Superintendent with a lap top computer. The computer shall remain the property of the Middleborough Public Schools and shall be used by the Superintendent to carry out his professional duties under this Agreement. The cost for computer maintenance, software and necessary upgrades shall be the responsibility of the school district. Upon termination or non-renewal, the Superintendent shall return the lap top computer to the school district.
13. State Retirement Association. The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, sec. 2.
14. Annual Vacation, Holiday, Sick Leave and Other Leaves of Absence.
- a. The Superintendent shall be entitled to five weeks of vacation (25 days) for each of FY19, FY20, FY21, FY22 and FY23.
  - b. The Superintendent shall be entitled to carry over a maximum of ten (10) days each year. Carried over days must be used in the fiscal year following the year in which they were accrued or will be forfeited on the last day that year. For example, any vacation days that are carried over from FY18 to FY19 must be used in FY19 or be forfeited.

- c. Accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement or termination at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.
- d. The Superintendent shall be entitled to all holidays recognized by the Committee and made available to any other Committee employee, including the day after Thanksgiving.
- e. The Superintendent shall be credited with eighteen (18) sick days annually on July 1 of each year, whereby he shall be paid for days when he is unable to perform his duties due to sickness, illness, or injury or any other disabling reason. Unused sick days may be carried over into the following fiscal year.
- f. The Superintendent shall be entitled to all other leaves of absence such as bereavement, personal or professional days, as are available to professional staff.

15. Other Insurances:

- a. Disability Insurance: The Committee shall purchase disability income insurance for the Superintendent either directly or by payment to him of a sum (with appropriate tax, FICA and retirement withholdings) representing premium payments not to exceed \$1000 for FY19, FY20, FY21, FY22 and FY23. The Superintendent shall be credited with sick time as needed to satisfy any reasonable waiting period for collection of benefits under any such disability policy.
- b. Life Insurance: The Committee will contribute \$1 dollar per year toward the premium for a life insurance policy selected by the Superintendent.

16. Performance.

- a. The Superintendent and 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. Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents, and will be reported by the Committee to the appropriate state and national associations of the school administrators and state educational authorities.

The Superintendent shall be evaluated annually based on Standards adopted by the Board of Education and the related rubrics developed by the Department of Elementary and Secondary Education (DESE).

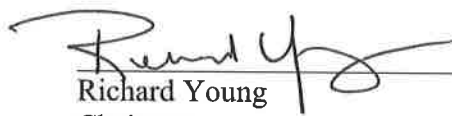
- c. The Committee and Superintendent agree they may modify timelines that govern this Performance provision. The Committee authorizes the Chairperson to agree to modify timelines on behalf of the Committee. Any mutual agreement to modify timelines shall be reduced to writing.
17. Medical Insurance. The Superintendent agrees to waive any rights to medical insurance offered by the Committee for the life of this contract. By mutual agreement, the Parties may allow the Superintendent to enroll the applicable Health Insurance Program available to employees provided that it is offered on the same terms and conditions as is applicable to other employees of the district, including but not limited to premium payments on and during his retirement.
18. Entire Agreement. This contract embodies the whole agreement between the Committee and the Superintendent and there are not 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 by a writing signed by the party against whom enforcement thereof is sought.
19. 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.
20. Arbitration. Any dispute arising out of the early termination of this Agreement by the Committee shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and judgment or decisions 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 M.G.L. c. 150c.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the AAA and the other party within thirty (30) days of the notification of early termination.

The arbitrator's remedial authority shall be limited to an award of money not to exceed the remaining salary that would be due under this agreement, if any. In no case may such award require the reinstatement of the Superintendent. An award issued by an arbitrator pursuant to this section shall be final and binding. The fee for the arbitration shall be split equally between the Superintendent and the Committee.

In WITNESS WHEREOF, the Parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written below.

FOR THE MIDDLEBOROUGH SCHOOL COMMITTEE:

  
Richard Young  
Chairman

1/13/18  
Date

FOR THE SUPERINTENDENT:

  
Brian E. Lynch

1/13/18  
Date