

**Acton Public Schools
Acton-Boxborough Regional School District**

CONTRACT OF EMPLOYMENT

This contract made this 11th day of March, 2009 by and between the Acton School Committee and the Acton-Boxborough Regional School District Committee, hereinafter referred to as the "Committees" and Stephen Mills, hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREAS, the Committees desire to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committees believe generally improves the quality of its overall educational program; and,

WHEREAS, the Committees and the Superintendent believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. EMPLOYMENT

The Committees hereby agree to employ Stephen Mills as Superintendent of the schools of The Acton Public School District and The Acton-Boxborough Regional School District for a period to commence as of August 1, 2009 and to end on June 30, 2012. On July 1, 2011 this contract shall be extended to June 30, 2014, and shall be extended by one year each July 1 thereafter, unless the Committees give notice to the Superintendent in writing by June 30, 2011, or any June 30 thereafter that the contract will not be extended.

II. LICENSURE

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate Massachusetts Department of Elementary and Secondary Education license qualifying him to act as Superintendent to Schools in public schools of the Commonwealth of Massachusetts.

III. RESPONSIBILITIES/DUTIES

The administration of school policy set by the Committees and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59. The parties hereto agree that:

- (A) The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the "School Districts" consistent with State Law and contract obligations.
- (B) The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the Committees shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction.
- (C) The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committees and all Committee meetings thereof, and shall serve as advisor to said Committees and make recommendations on all matters affecting each "School District." The Superintendent shall be consulted and have the right to speak on all issues before the School Committees and have a seat at the Committees' tables.
- (D) Criticisms, complaints, and suggestions called to the attention of the Committees shall be promptly referred to the Superintendent in writing for study, disposition,

or recommendation as appropriate to facilitate the orderly administration of the Districts, ensure responsiveness to the public and fairness to the Superintendent.

- (E) The Committees shall make no agreement with any other employee group or individual that would unlawfully interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.
- (F) The Superintendent is assured that Committee rules, regulations, or policies, are not in conflict with the express terms of this Agreement. Where such conflict exists, this Agreement or state law shall supersede such policy.
- (G) The Committees shall not adopt any policy, by-law or regulation which unlawfully impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committees are consistent with those normally or reasonably associated with the position of Superintendent of Schools in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.
- (H) The Superintendent may undertake and engage in consultative work and speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided these engagements do not derogate from his duties as Superintendent.

IV. EVALUATION

The Committees shall evaluate the performance of the Superintendent in writing in accordance with a mutually agreed upon evaluation instrument.

- (A) In the event the Committees determine that the performance of the Superintendent is unsatisfactory, they shall describe in writing, in reasonable detail, their concerns.

- (B) In addition, the Superintendent shall meet with the Committees at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committees and the Superintendent.

V. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Superintendent's regular compensation shall include, in consideration for services provided:

(A.) SALARY:

The Committees shall provide the following salary as part of the Superintendent's compensation:

1. Initial Salary
The Committees shall pay the Superintendent an annual salary of one-hundred-and-seventy-thousand dollars (\$170,000). The first year's salary will be prorated for the eleven months from August 1st, 2009 through June 30th, 2010.
2. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
3. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. At the Superintendent's discretion, a portion of his total salary may be paid into an annuity, as described in Paragraph V.B.3 (below). All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

(B.) INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Medical/Life Related Insurances

a. Health

The School Districts will pay for 75% of the Superintendent's Health Insurance.

b. Life Insurance

The Committees will provide the cost of life insurance for the Superintendent to cover 90% of his salary (rounded down to the nearest \$1,000).

c. Liability Insurance

The District will provide liability insurance for the Superintendent under the provisions of the policy currently covering Central Office Administrators.

2. Leaves of Absence

a. Sick Leave

The Superintendent will be credited with thirty (30) sick leave days plus his 2009-2010 allotment of eighteen (18) sick days when he commences his position on August 1st, 2009. He will receive an additional eighteen (18) sick days each July 1st thereafter. Accumulated and unused sick leave shall be carried over from year to year. No payment will be made for unused accumulated sick leave.

Sick leave may be taken when the Superintendent is prevented from working because of actual personal illness or injury, or because of a serious illness of or injury to a member of the Superintendent's "immediate family." "Immediate family shall be defined as the Superintendent's spouse, children, parents, siblings, or the parents or children of his spouse, or any other close family member who resides in the Superintendent's household.

b. Extended Paid Sick Leave

When the Superintendent has served the districts for at least one (1) full school year, he shall have an extended sick leave account which may be utilized if he is prevented from working because of personal illness or injury. In order to be eligible to use extended paid sick leave during a period of absence due to personal illness or injury, the Superintendent must meet the following conditions:

(1) All of the Superintendent's accumulated sick leave must have been exhausted

(2) The Superintendent must furnish to the Committees a physician's certificate attesting that the illness or injury disables the Superintendent from working and is expected to continue for at least thirty (30) work days. Thereafter, the Superintendent may be required to furnish further medical certification. The Committees reserve the right to have its physician examine the Superintendent.

(3) The maximum number of days of extended paid sick leave in the Superintendent's account shall be based upon the number of full school years he has served for the Committee, as follows:

<u>Number of full school years</u> <u>of service for the Committees</u>	<u>Maximum number of days of</u> <u>extended paid sick leave</u>
At least 1 year but less than 5 years	45 days
At least 5 years but less than 10 years	90 days
At least 10	120 days

c. Bereavement Leave

The Superintendent shall ordinarily be entitled to three (3) consecutive days of leave without loss of pay for time necessarily and actually lost by reason of a death in the immediate household or immediate member. The members of the "immediate family" shall be the Superintendent's spouse and the parents, children or siblings of the Superintendent or his/ her spouse.

d. Personal Leave

The Superintendent will be granted five (5) days of personal leave each year. Personal leave is not carried over from year to year.

3. VACATION

- a. The Superintendent will be eligible for twenty (20) vacation days during the first ten (10) years of employment. His first year's allotment of twenty (20) days will be available for use at the beginning of his contract, on August 1st, 2009.
- b. The Superintendent can carry over no more than 40 vacation days from year to year.
- c. All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination or death 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. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

VII. MEDICAL EXAMINATION

The Committees agree to bear the cost of a full annual physical examination of the Superintendent upon request by the Committees, and the Superintendent shall provide a summary by the examining physician of findings.

VIII. DISCHARGE

Where good cause exists, the Committees may discharge the Superintendent, thereby terminating this contract prior to the expiration date stated above, without further obligation by the Committees, provided the Superintendent has been informed, in writing, of the basis for his proposed discharge and has been given an opportunity to be heard by the Committees in Executive Session prior to official action being taken. The Superintendent

may be represented by counsel at such Executive Session who shall be entitled to speak on behalf of the Superintendent.

In lieu of discharge proceedings, the Committees may for any reason deemed sufficient by them elect to discharge the Superintendent and pay him within two weeks of such termination a lump sum equal to the amount of salary he would have earned over the remainder of the contract terms. This option, if exercised, is without recourse to either party and shall be conditional upon the Superintendent's execution of general release of claims.

IX. RESIGNATION

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect or ninety (90) days notification from the Superintendent unless the Committees fixes a lesser period of time at which the resignation or release is to take effect.

X. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, 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.

XI. ARBITRATION

A. Scope of Controversy

Any claim alleging the breach of this contract shall be settled and determined solely and exclusively by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association and 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, then relative to the arbitration of labor disputes. The

parties expressly waive any right to assert such claims in any other forum.

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.

In the case of a termination, if the arbitrator determines that the termination was not for good cause, his authority is limited to awarding the Superintendent monetary damages which may not exceed what the Superintendent would have been entitled to had his contract not been terminated prior to its expiration. In no case shall such award order or require the reinstatement of the Superintendent to his position.

XII. INDEMNIFICATION

- A. The Committees shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of MGL c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable, provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$400.00, whichever is greater, subject to any applicable legal limits.
- B. This indemnification provision, Article XII, A. and B. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

XIII. ERRORS AND OMISSIONS INSURANCE

The Committees agree to maintain a policy or in the alternative to reimburse the Superintendent for annual premiums the Superintendent pays for the duration of the term of this agreement, for the Superintendent to be covered as a named insured under the professional liability insurance policy.

XIV. ENTIRE AGREEMENT

This contract embodies the whole agreement between the Committees 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 and signed by the party against whom enforcement thereof is sought.

XV. 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.

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

Acton School Committee

By _____
Chairman, Heather Harer

Acton-Boxborough Regional School
District Committee

By _____
Chairman, Jonathan Chinitz

Stephen Mills, Superintendent