

**UXBRIDGE PUBLIC SCHOOLS
UXBRIDGE, MA
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THIS AGREEMENT is made this 3rd day of November 2015, by and between the UXBRIDGE SCHOOL COMMITTEE, hereinafter referred to as the "Committee", and KEVIN M. CARNEY, hereinafter referred to as "Superintendent".

1. EMPLOYMENT:

The Committee, pursuant to the provisions of M.G.L. c. 71, §59 and in accordance with a Motion adopted at the meeting held on November 3, 2015, hereby employs Kevin M. Carney as the Superintendent of Schools of the Uxbridge Public Schools and Kevin M. Carney hereby accepts such employment under the following terms and conditions, effective as of July 1, 2015.

2. TERM:

- A. The Superintendent shall be employed for the period from July 1, 2015, through June 30, 2018.
- B. This Agreement shall terminate, as herein provided, on June 30, 2018, and, as of such date, the Superintendent's employment as Superintendent shall also terminate. If the Committee intends to renew the Agreement, it shall give notice by March 15, 2018, and initiate negotiations for a successor contract, which contract, if agreed to, shall become effective after June 30, 2018.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Committee to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 4 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.

- E. The term of this Agreement has been agreed to by the parties and it is the intent of the parties not to amend the length of the term.

3. COMPENSATION:

- A. The Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as Superintendent in accordance with the three-step salary schedule:
- i. Effective and retroactive to July 1, 2015, the Superintendent will be paid an annual salary of One Hundred Thirty-Five Thousand Dollars (\$135,000), less all lawful withholdings and deductions, for the first year of his contract.
 - ii. Effective July 1, 2016, the Superintendent will be paid an annual salary of One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500), less all lawful withholdings and deductions, for the second year of his contract.
 - iii. Effective July 1, 2017, the Superintendent will be paid an annual salary of One Hundred Forty-Eight Thousand Five Hundred Dollars (\$148,500), less all lawful withholdings and deductions, for the third year of his 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.
- C. The Superintendent will be paid in accordance with the schedule of payments established for other professional employees by the Uxbridge Public Schools which currently consists of twenty-six (26) equal bi-weekly payments.

4. TERMINATION

- A. The Committee may, upon a majority vote, terminate the employment of the Superintendent at any time during the term of this Agreement for good cause after written notice. "Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the Uxbridge Public Schools. In that event, the Superintendent will be given written notice, including a statement of the charges against him, and a hearing by the Committee. Said written notice shall be provided at least thirty (30) days before a hearing with a statement of charges in sufficient detail to place the Superintendent on notice for the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action. Upon such termination of this Agreement, the Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of termination.

- B. The Superintendent may resign his position upon one hundred twenty (120) calendar 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.

5. DUTIES:

- 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 Uxbridge Public Schools, 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 rules and policy determinations of the Committee. The Superintendent also shall fulfill all of the terms and conditions of this Agreement.
- B. Except as otherwise required by the Superintendent's duties, the Superintendent shall attend all Committee meetings and shall provide administrative recommendations on each item of business involving the administration of the Uxbridge Public Schools or education matters.
- 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.
- 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 Uxbridge Public Schools, 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. The Superintendent shall administer curriculum and instruction and decide all matters having to do with the selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the Uxbridge Public Schools consistent with state and federal law and all legally binding contracts in effect with the Uxbridge Public Schools.

- F. Both collectively and individually, the Committee shall promptly refer all criticisms, complaints, and suggestions brought to its attention to the Superintendent for his study, recommendation, and subsequent action.

6. LICENSURE AND WARRANTY OF CREDENTIALS:

- A. The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate license qualifying him to act as Superintendent of the schools in the Commonwealth of Massachusetts, as required by M.G.L. c. 71, §38G and all other applicable laws and regulations.
- B. The Superintendent warrants the validity of the credentials and experiences proffered to the Committee, and acknowledges and agrees that material misrepresentations therein shall constitute grounds for dismissal.

7. OUTSIDE PROFESSIONAL ACTIVITIES:

The Superintendent shall devote full time, attention and energy to the business of the Uxbridge Public Schools.

- A. With advance approval of the Committee, the Superintendent may undertake speaking engagements, writing, lecturing or consultative work, whether paid or unpaid, only during times outside normal work hours (i.e. vacation days, weekends) 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.

8. REIMBURSEMENT OF EXPENSES:

- A. The Committee shall reimburse the Superintendent for all verified expenses (excluding commuting) reasonably incurred in the performance of his duties under this Agreement. Such expenses shall include, but shall not be limited to the costs of transportation, food, lodging, and registration expenses at appropriate local, state and national meetings, conferences, and workshops. Mileage will be reimbursed (excluding commuting) at the IRS rate for verified travel. In no event shall the total of all such reimbursed expenses exceed those budgeted for by the Committee for each fiscal year. Any expenses in excess of the amounts budgeted shall be submitted to and approved in advance by the Committee.
- B. At the conclusion of his term as Superintendent, any office equipment provided by the School District to the Superintendent, including laptop computer and the like, any work-related files or information maintained on personally owned computers, shall remain the property of the Uxbridge Public Schools.

- C. The Committee may reimburse the Superintendent for the full tuition of up to three (3) college courses during the contract term in furtherance of his professional education. Said reimbursement shall not exceed the amount budgeted. The Superintendent shall ensure that courses are selected in a way to avoid significant interference with his duties as Superintendent.

9. STATE RETIREMENT ASSOCIATION:

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

10. MEDICAL BENEFITS:

The Superintendent shall be eligible to participate in the group medical insurance provided by the Town of Uxbridge applicable to Uxbridge Public School employees, subject to the same terms and conditions of said coverage, and at the same rate of contribution applicable to Uxbridge Public School employees.

11. VACATION:

- A. The Superintendent shall be granted annually, on the first day of each contract year, twenty-five (25) working days of paid vacation, to be taken in the year in which it is earned or the succeeding year.
- B. A maximum of five (5) vacation days may be carried over into the following contract year.
- C. The Superintendent shall provide professional courtesy and communicate his vacation leave with the Chair of the Committee.
- D. In the event this agreement is terminated for any reason prior to the term end date, the Superintendent's vacation entitlement in the year of termination shall be deemed earned prorated on a monthly basis.

12. HOLIDAYS:

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

13. SICK LEAVE:

- A. The Superintendent shall be granted annually, on the first day of each contract year, eighteen (18) paid sick days.
- B. Sick days shall be cumulative to a maximum of two-hundred twenty (220) days.

- C. Subject to subsection D below, there shall be no reimbursement of any kind for unused sick days.
- D. In the event of death of the Superintendent during the term of this Agreement, any unused sick leave shall be paid to the estate of the deceased.

14. EVALUATIONS:

- 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.
- B. The Committee shall evaluate and assess in writing the Superintendent's performance at least once each contract year during the term of this Agreement based on the process outlined by the Committee's Policy CBI, and shall reflect the evaluation guidelines for administrators pursuant to the provisions of 603 CMR 35.00.
- C. The evaluation instrument to be used will be agreed upon by both the Superintendent and the Committee and shall reflect the evaluation guidelines for administrators pursuant to the provisions of 603 CMR 35.00.
- D. Each Committee member shall complete his/her individual performance evaluation each year according to Committee Policy CBI and shall reflect the evaluation guidelines for administrators pursuant to the provisions of 603 CMR 35.00.
- E. Each individual evaluation will be forwarded to the Chairman of the Committee, at which time the Chairman will form the responses into a composite. The composite and each of the individual evaluations shall then be presented to the Superintendent by the Chairman and reviewed by both parties. The Chairman and the Superintendent will sign the composite by May 1st, unless mutually agreed upon by both parties, acknowledging the review by each of them and then placed in the Superintendent's personnel file.
- F. The composite evaluation shall attempt to describe in writing any consensus, where it exists among the individual Committee members of specific instances of unsatisfactory performance, recommendations for areas of improvement and of the Superintendent's strengths.
- G. The Superintendent shall have the right to make a written response to the composite. The Superintendent will present the response to the Chairman. The Superintendent and the Chairman will sign the response acknowledging review by each party and then placed in

the Superintendent's personnel file.

- H. The Chairman will present a summary of the composite evaluation in public at the first Committee meeting in May each year.

15. INDEMNIFICATION:

- A. The Committee shall defend, hold harmless and indemnify the Superintendent, in accordance with the provisions of M.G.L. c.258, against all civil demands, claims, suits, actions and legal proceedings brought against the Superintendent, in his individual capacity or official capacity as an agent of the School District, provided such actions relate to the conduct of the Superintendent while he was acting within the scope of his employment duties. The Superintendent shall comply with all obligations in any litigation instituted in which the statutory indemnification is applicable.
- B. If the Committee offers to provide the Superintendent with representation, and the Superintendent declines, choosing instead to be represented by his own attorney, the Committee shall not be responsible for legal fees or other litigation expenses of the Superintendent and shall not be liable for damages, if any, unless the Committee specifically approves of the Superintendent's counsel in advance, which approval shall not be unreasonably withheld.
- C. The Committee shall not be obligated to defend, hold harmless or indemnify the Superintendent in connection with any criminal proceeding against the Superintendent or any internal investigation into allegations of misconduct by the Superintendent, regardless of the eventual outcome of such matter.
- D. This indemnification obligation shall survive the expiration of this Agreement or the cessation of the employment relationship by any means other than dismissal for good cause.

16. PERIODIC EXAMINATION:

In light of the unique nature of the professional duties of the Superintendent, the Committee may, at its expense, require the Superintendent to complete a medical examination no more than once each year, by a physician of the Committee's choosing. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The physician shall advise the Committee in writing as to his/her opinion concerning the fitness of the Superintendent to perform the essential functions of his position, with or without reasonable accommodations, if applicable.

17. LONG TERM ILLNESS:

Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and should said disability continue beyond the period covered by his accumulated sick leave and other accumulated leave, the Committee shall have no obligation to pay any salary to the Superintendent thereafter until he returns to work. If, after his accrued leave is exhausted, the Superintendent is absent for an additional consecutive sixty (60) working days, the Committee may, at its discretion, grant an unpaid leave of absence or terminate this Agreement with no other obligations on its part.

18. ENTIRE AGREEMENT:

- A. 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.

- B. This Agreement supersedes all prior Agreements between the parties.


- C. This Agreement may not be changed except by an agreement in writing signed by the parties hereto.

19. 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. The parties agree that any disputes shall be resolved or adjudicated in courts of the Commonwealth of Massachusetts.

IN WITNESS THEREOF, the parties have hereto signed and sealed this Agreement this 3rd day of November, 2015.

UXBRIDGE SCHOOL COMMITTEE:



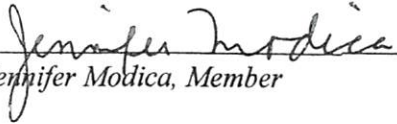
Melanie King, Chair



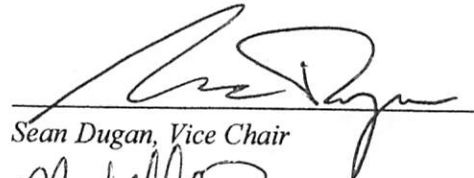
Debbie Stark, Secretary




Jane Keegan, Member



Jennifer Modica, Member



Sean Dugan, Vice Chair



Michelle Taparauskys, Member



Charlene Miller, Member

SUPERINTENDENT:



Kevin M. Carney
Superintendent