

***Uxbridge School Committee
Contract of Employment for Superintendent of Schools***

This Contract of Employment (hereinafter "the Agreement") is made this 11th day of January 2023 between Dr. Michael Baldassarre, (hereinafter referred to as "the Superintendent"), and the Uxbridge School Committee, (hereinafter referred to as "the Committee")(collectively, "the Parties").

In consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. Employment

The Committee hereby employs Dr. Michael Baldassarre as the Superintendent of Schools for the Uxbridge Public Schools and Dr. Michael Baldassarre hereby accepts employment as Superintendent of the Uxbridge Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

a) This Agreement shall commence July 1, 2023, and shall terminate June 30, 2024. This Agreement specifically excludes any rollover provision. For the purposes of proration, the regular work year is two hundred and twenty-eight (228) days.

b) Anything contained herein to the contrary notwithstanding, this Agreement will automatically terminate on June 30, 2024, (and the Superintendent's employment shall terminate at such time) unless the Committee exercises its option to extend the Agreement as set forth in sub-section c) of this Section, or unless the Parties agree on alternative terms in writing.

c) The Committee may, in its exclusive discretion, exercise an option to extend this Agreement by three (3) years, by providing written notice to Dr. Baldassarre at his address of record by no later than October 1, 2023, of its intention.

3. Compensation

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay:

July 1, 2023 – June 30, 2024: One Hundred Sixty Seven Thousand Dollars (\$ 167,000.00)

The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members. All sums, including but not limited to all salary or benefits due under any provision of this Article, 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.

In the event that the Committee exercises its option to extend the Agreement by three (3) years, the salary for the first year of the Agreement shall be One Hundred Seventy Two Thousand Ten Dollars (\$172,010.00) (covering the period from July 1, 2024 through July 31, 2025). The remaining two years of the Agreement will be negotiated between the Parties following the Superintendent's annual evaluation.

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At no time during the life of this Agreement, or any extension hereof, shall the Superintendent's salary be reduced.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in M.G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

- 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 Uxbridge Public School District consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis shall be part of the minutes of the meeting.
- 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 Uxbridge Public School District 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 Committee and all committee meetings thereof and shall serve as advisor to said committees and make recommendations on all matters affecting the Uxbridge Public School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
- d) Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
- e) The Committee shall make no agreement with any other employee group or individual that would 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 this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- g) The Committee shall not, without the Superintendent's review and or recommendation, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.
- h) The Superintendent shall fulfill all terms and conditions of this Agreement. The Superintendent shall comply with the policies and procedures of the Committee and shall

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serve and perform such duties at such time and places and in such manner as the Committee, in accordance M. G.L. Chapter 71, Sections 37 and 59, may from time to time direct.

5. Goals and Objectives/Evaluation

In accordance with the Department of Elementary and Secondary Education (DESE) and pursuant to the educator evaluation regulations, 603 CMR 35.00, the Evaluation Massachusetts Model System for Superintendent's will be the recommended model of choice for the term of this Agreement. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments.

a) The Committee shall prepare an evaluation of the Superintendent which shall be signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his/her response to the evaluation in his file.

b) The parties shall have the right to mutually waive formal performance assessment in any year of this agreement by specific vote or inaction provided, however, that the Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when the agreed upon performance assessment is not completed.

c) The performance assessment shall be used for the following purposes:

1. to strengthen the working relationship between the District and Superintendent and to clarify for the Superintendent and individual members of the Committee or School Directors the responsibilities the Committee relies on Superintendent to fulfill;
2. to discuss and establish goals for the ensuing year, including Statewide Performance Standards; and
3. to establish the compensation level for the following year

d) The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent in writing for his study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his performance.

The Committee and the Superintendent shall collaborate on a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis.
See Addendum A for Superintendent Evaluation Document

6. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent.

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7. Certificate

The Superintendent shall furnish and maintain, throughout the term of this Agreement, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. Dismissal or Suspension

Anything contained in this Agreement to the contrary notwithstanding, the Committee, with good cause, may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth. 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 school system.

The Committee may discharge the Superintendent upon a majority vote of a quorum of the Committee, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the charge or charges and cause or causes for his/her proposed discharge and has been given an opportunity for a hearing 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.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

9. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this Agreement. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state or national meetings and conferences. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:

- (a) Massachusetts Association of School Superintendents
- (b) A. A. S. A.
- (c) A.S.C.D.

The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development.

10. Sick Leave

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The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during the term of this Agreement. There shall be no "sick leave buyback".

The Superintendent may take sick leave for family/household members as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request.

11. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

12. Vacations

The Superintendent shall be entitled to (25) twenty-five days of vacation during the term of this Agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee.

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.

13. Bereavement Leave

The Superintendent will be allowed up to (5) five consecutive days for bereavement. The five consecutive days are calendar days, which may include Saturday and Sunday.

14. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (4) four days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies may be allowed without loss of pay or deduction from personal or vacation leave; further, there may be occasions when the Superintendent works at home or otherwise away from the office. In such cases, the Superintendent shall advise the office of his whereabouts and be available telephonically or electronically in such cases. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime of additional compensation for said additional time.

15. Religious Days

Religious Holidays will be allowed. They are not to be charged against personal or sick leave.

16. Day before certain Holidays

The Superintendent shall not be required to work on December 24 or December 31. The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee and included on the school calendar as such for students and teachers.

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17. Group Income Protection Insurance

Payroll deductions for a group income protection plan (to be paid by the Superintendent) shall be made available by the Committee.

Medical/Related Insurances

The Superintendent shall be entitled to all insurance (life, medical, dental, prescriptions, long term disability) plans and benefits currently, and in the future, available to other professional personnel in the District, subject to the terms and conditions of said coverage.

18. State Retirement Association

The Superintendent shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

19. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

20. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (150) one hundred fifty calendar days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider termination on less than (150) one hundred fifty calendar days' notice.

21. Arbitration

A. Scope of Controversy

Any controversy or claim 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. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. 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. Ch. 150C or if Chapter 150C is determined to be inapplicable, then pursuant to the provisions of Chapter 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 arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

The arbitrator may enter any and all appropriate relief including, but not limited to,

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compensatory damages due under the Agreement, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

23. Indemnification

The Committee 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.

This indemnification provision shall survive expiration of this Agreement or the cessation of the employment relationship by any means or cause.

24. Technology Support

The Committee shall provide the Superintendent with a computer and any other reasonable technology to enable efficient time management and fluid communications, and the Committee shall pay for any monthly service fees.

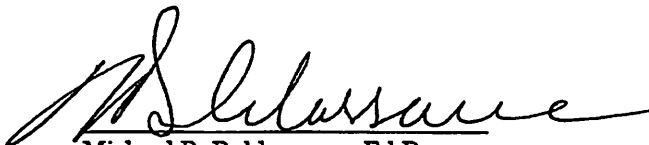
25. Entire Agreement

This Agreement embodies the whole agreement between the Committee 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. This may not be changed except by agreement of all parties in writing.

IN WITNESS THEREOF, the undersigned have executed this the contract the day and year aforesaid.

MICHAEL R. BALDASSARRE, Ed.D.

DATE



Michael R. Baldassarre, Ed.D.

2/23/23
Date

UXBRIDGE SCHOOL COMMITTEE

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Uxbridge School Committee
Chair

DATE

2/23/2023

Date

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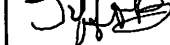
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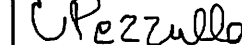
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