

EXTENSION OF CONTRACT OF EMPLOYMENT

This contract made this 5th day of June 2024 by and between the Douglas School Committee (hereinafter referred to as the "Committee") and Paul Vieira (hereinafter referred to as the "Superintendent"):

WITNESSETH:

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

WHEREAS, the Committee 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,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

WHEREAS, this agreement will supersede any prior employment agreement entered into between the parties;

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

I. EMPLOYMENT:

The Committee hereby agrees to employ Paul Vieira as Superintendent of the schools of the District for a period to commence as of July 1, 2024 and to end on June 30, 2030. This agreement specifically excludes any rollover provision.

The Superintendent shall notify the Committee, in writing, on or before June 1, 2029, as to whether or not he wishes to commence negotiations for a successor agreement.

The Committee, on or before June 30, 2029, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2030, and as of such date the Superintendent's employment shall terminate.

In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by October 15, 2029.

Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2030, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

II. RESPONSIBILITIES/DUTIES

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. The parties hereto agree that:

- (A) The Superintendent shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment assignment evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations. Consistent with state law or regulations, these duties may be delegated to other Administrators and Principals.
- (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 School District shall be through the Superintendent and the Business Manager. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by his staff under his direction. Regular duties include supervisions and oversight of any and all state and federal grant programs.
- (C) 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.

III. EVALUATION

- (A) The Committee shall annually evaluate the performance of the Superintendent in writing in accordance with an evaluation instrument consistent with 603CMR 35.00 and which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. Such instrument shall be considered as part of and incorporated by reference in this document.
 - 1. Discussion of performance will take place in open session.
 - 2. The evaluation will be conducted according to current laws applicable at the time of the evaluation. The Committee will seek to conduct the evaluation by April 15 of each contract year.

3. The performance assessment shall be used for the following purposes:
 - a. to strengthen the working relationship between the District and Superintendent and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies on the Superintendent to fulfill;
 - b. to discuss and establish reasonable joint expectations and goals for the ensuing year, including the impact of Statewide Performance Standards.
4. In addition, the Superintendent shall meet with the Committee after compilation of the composite referred to above, at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.
5. The Committee and the Superintendent shall collaborate on a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. If consensus is not reached, the Committee has the right to impose a set of goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract.

IV. REGULAR 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 Superintendent's base salary for the 2024/2025 school year shall be \$175,000. The Superintendent shall receive an annual 2.5% increase each year of the contract thereafter, effective July 1 each year.

The Superintendent's salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent.

The Superintendent shall be eligible to receive merit increases, to be effective July 1 of each contract year, based on the following formula. For each rating of "Excellent" on Standards I through IV he shall receive a merit increase of .75%. No increase shall be given for a rating on Standards I through IV for a rating of "Unsatisfactory", "Needs Improvement" or "Proficient". Under this system the maximum merit increase the Superintendent can receive in one year shall be no more than 3.0%.

In the event the District enforces an across-the-board wage freeze, i.e., 0% base wage for non-union employees in any fiscal year, no merit increases shall be awarded regardless of performance.

In the event of any changes to the Standards or rating levels during the term of this Agreement the parties shall renegotiate this provision.

On or before the fifteenth day of May, of each calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation for the following fiscal year.

The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth day of June of each calendar year.

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

The Superintendent's salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto.

INSURANCE, AND OTHER REGULAR COMPENSATION FOR SERVICES

1. Medical/Related Insurances

a. Health

At the Superintendent's option, the Blue Cross Blue Shield Plan, HMO or other applicable Health Insurance Program available to employees of the District shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the District, including, but not limited to, health insurance premium payments on and during his retirement.

b. Dental Care

The Committee shall make available to the Superintendent a Dental Health Care Program available to all employees.

c. Long Term Disability Insurance

Long Term Disability Insurance shall be made available to the Superintendent in accordance with the benefits accorded all other District employees.

3. Sick Leave

The Superintendent shall be credited with 18 sick days each July 1st, beginning July 1, 2024 and each subsequent July 1st will be granted 18 sick days to a maximum of 150 accumulated sick days. There shall be no payment for unused sick leave.

4. Personal Leave

The Superintendent shall be granted four (4) personal leave days annually. Such leave is non-cumulative. There shall be no payment for unused personal leave days.

5. Vacation

The Superintendent shall be credited with 25 paid vacation days on July 1 for each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent may roll over up to five vacation days from one particular contract year to the next.

In the event that the Superintendent terminates his employment prior to June 30th of any one contract year, he will be entitled only to compensation equal to a pro rata share of vacation time accrued through the notification date of termination of employment.

6. Computer – Technology

The Committee shall provide computer or other technology for use by the Superintendent in his residence or in school. The Committee agrees to upgrade software as needed. The contents of the laptop or other technology is the property of the Committee and the Superintendent shall return said equipment upon termination, resignation or expiration of his contract.

7. Telework

The Superintendent may work remotely for up to 10 days within a contract year provided that any remote days are when students are not in session. Remote work days are subject to the discretion of the School Committee chair.

V. EXPENSES RELATED TO EMPLOYMENT

The District shall reimburse the Superintendent up to \$400.00 for expenses (excluding commuting) which may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All out of state expenses and dues must be approved in advance by the Chair of the Committee. The Committee will pay for the Superintendent's annual membership as part of the Massachusetts Association of School Superintendents along with the MASS Summer Conference. The Committee will also pay for the Superintendent's attendance at the fall MASS/MASC conference. All other membership fees and/or conference expenses will be subject to the Chair of the Committee.

VI. RELIGIOUS DAYS

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

VII. 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.

VIII. DISMISSAL OR SUSPENSION

Anything contained in this agreement to the contrary notwithstanding, the Committee 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.

Where good cause exists, the Committee may discharge the Superintendent upon a majority vote of the entire Committee, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the charge or cause for his proposed discharge and has been given the opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in executive session as discharge affects a Superintendent's reputation and/or character. The Superintendent may be represented by counsel at the executive session, who will be entitled to participate on behalf of the Superintendent. The Committee shall provide written notice of the hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action.

Any controversy or claim against the Committee arising out of their capacity or the Superintendent 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 in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts or 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, the pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages under the contract, but in no case shall award order or require the reinstatement of the Superintendent to his position.

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.

IX. 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 (180) one hundred eighty 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 (180) one hundred eighty days notice.

X. SALARY DEDUCTIONS

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

XI. 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 Sections 2, 9 & 13. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable.

XII. 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.

XIII. ENTIRE AGREEMENT

This contract 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.

XIV. 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.

School Committee

By Heather Mann
Chair 
Date: 05 June 2004

T. Albin
Superintendent
Date: 6/5/04