



TRITON REGIONAL SCHOOL DISTRICT

Respect – Integrity – Excellence for All

EMPLOYMENT CONTRACT OF THE SUPERINTENDENT

THIS AGREEMENT, made as of May 15, 2019 between Brian L. Forget, hereinafter referred to as the “Superintendent” and the Triton Regional School Committee, hereinafter referred to as the “Committee.”

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

1. EMPLOYMENT: The Committee hereby employs Brian L. Forget as Superintendent of the Triton Regional School District and Brian L. Forget hereby accepts employment as Superintendent of the Triton Regional School District, subject to the terms and conditions hereinafter provided.

2. TERM: **a)** This agreement shall commence July 1, 2019 and shall terminate June 30, 2022. **b)** The Superintendent shall notify the Committee, in writing, on or before June 1, 2021, as to whether the Superintendent wishes to commence negotiations for a successor agreement, **c)** The Committee, on or before June 30, 2021, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement, **d)** 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 December 31, 2021, **e)** If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated expiration date that it does not intend to renew this agreement, it shall be renewed for a two (2) year period. Said notice of the School Committee's intent not to renew the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his address of record.

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:

- Compensation of \$ 179,000 in 2019/2020 with an annual COLA increased thereafter consistent with other individual contracts within the district,
- the Superintendent shall be paid an annual travel allowance in the amount of \$5,000,
- an annual reimbursement of \$750 towards the cost of life insurance,
- a monthly phone reimbursement in the amount of \$75.00.

The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed by the Committee prior to the fifteenth (15th) day of June of each calendar year.

On or before the thirtieth (30th) day of June, of each calendar year, the parties shall meet for the purpose of confirming the Superintendent's compensation.

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.

4. **ANNUITY:** The Committee shall, pursuant to MGL c71 s37B, contribute as pre-tax dollars \$5,000 in each year of the contract to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of the Superintendent provided that the statutory authority remains in effect and the Superintendent chooses to retain the investment.

5. **DUTIES AND RESPONSIBILITIES:** The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. c. 71 §37. The administration of school policy, 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, discipline or termination of personnel employed or to be employed by the "School District" consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority for a position, 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 to its rejection of the Superintendent's recommendation, 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 "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. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- 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 "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. The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" legal authority carrying out statutory, managerial, administrative or supervisory responsibilities. Nothing in this section shall impair the ability of the School Committee to fulfill its fiduciary responsibilities as a board.
- E. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional legal duties and legal responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. The committee agrees that all members shall be trained in roles and responsibilities as required by M GL, c.71, sec. This provision shall continue in full force and effect during any period of employment.
- F. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.

G. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

6. RELATIONSHIPS: Members of the School Committee and the Superintendent of Schools will at all times:

1. Behave respectfully towards one another; and
2. Adhere to the *Norms of Collaboration* and *School Committee Operating Protocols*; and
3. Respect the roles and responsibilities of each party as outlined by statute, the MA Department of Elementary and Secondary Education, and MA Association of School Committees.

7. EVALUATION: The School Committee shall evaluate the performance of the Superintendent of Schools on an annual basis through a consensus process and against standards consistent with the requirements of 603 CMR 35.00, and as approved by the School Committee from time to time. The evaluation process shall recognize individual feedback, but be evidence based, provide feedback on all areas of underperformance, and be finalized in a single, consensus document. The mutually agreed process and standards shall be considered an amendment to this contract. Nothing in this agreement shall prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss.

8. 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.

9. CERTIFICATE: The Superintendent shall furnish and maintain, throughout the term of this contract, 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.

10. DISMISSAL OR SUSPENSION: Where good cause exists, the "Committee" may discharge the "Superintendent" upon a two-thirds 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 charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the "Committee" prior to official action being taken. Good cause shall mean any reason put forth in good faith which is not arbitrary, irrational or unrelated to the efficient operation of the school district. 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. Because such action may adversely affect property rights and liberty interests, 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. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon 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.

11. REIMBURSEMENT FOR TRAVEL, EXPENSES, AND DUES: The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonable incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to costs of transportation and attendance at appropriate state and national meetings and conferences.

12. SICK LEAVE: The Superintendent shall be entitled, in the event of personal sickness or injury, to up to fifteen (15) days of sick leave during each contract year. Sick leave may be accumulated and carried forward into a next contract year up to a maximum of one hundred seventy-five (175) days. There shall be no "sick leave buyback."

13. 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.

14. VACATIONS: The Superintendent shall be entitled to twenty-five (25) days of vacation during 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 shall be allowed to carry over up to ten (10) unused days from one (1) contract year to the next. The Superintendent shall be entitled to buy back up to five (5) unused vacation days annually at that year's per diem rate (260 days/fiscal year). For the first year of this agreement only, the Superintendent shall be entitled to thirty (30) vacation days, and entitled to buy back up to ten (10) unused vacation days.

All accumulated vacation time will be paid to the "Superintendent" (or his estate) at that year's per diem rate (260 days/fiscal year) 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.

15. BEREAVEMENT LEAVE: The Superintendent will be allowed up to five (5) days for bereavement.

16. PERSONAL LEAVE: The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of three (3) days per contract year for personal reasons.

17. RELIGIOUS DAYS: Religious holidays will be allowed. They are not to be charged against personal or sick leave.

18. TAX SHELTERED ANNUITIES: The Superintendent may purchase tax sheltered annuities, in addition to the amount paid into such annuities by the District pursuant to section 4 above. Additional payments made by the Superintendent shall be made by payroll deduction.

19. STATE RETIREMENT ASSOCIATION: The Superintendent shall be a member of the Teachers' Retirement System as required by Mass. G.L. Chapter 32, Section 2.

20. WARRANTY OF CREDENTIALS: The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein constitute grounds for dismissal.

21. 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 one hundred fifty (150) 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 one hundred fifty (150) days' notice. For purposes of retirement or resignation purposes, the termination date shall be June 30 of the calendar year.

22. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee and the Superintendent and supersedes any prior agreement entered into between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No modification of or addition to this Agreement shall be effective unless set forth in writing and signed by both parties. In any provision, or part thereof, of this contract is held unenforceable, all remaining provisions of this contract shall remain in full force and effect.

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

Nerissa Wallen, Chairperson
Triton Regional School Committee

Brian L. Forget
Superintendent of Schools