

RSU #63

- a. NEPN/NSBA Code: CBD
- b. Title: Superintendent's Contract
- c. Author: Board of Directors
- d. Replaces Policy: NEW
- e. Date Approved: 01/25/2016 RSU #63
- f. Previously Approved: NEW
- g. Policy Expiration: Review as Needed
- h. Responsible for Review: Board of Directors & Policy Committee
- i. Date Reviewed: 01/04/2016 Policy Committee
- j. References: 20-A MRSA §§ 1051, 1054, 1055 (8) (8A)

Cross Referenced Policies: CB- Superintendent of Schools
CB-R – Duties & Responsibilities of
Superintendent
GCBI-Superintendent Evaluation

k. Narrative:

- I. A qualified person elected by the majority vote of the full membership of the RSU #63 Board of Directors to serve as Superintendent of Schools will be placed under a contract, utilizing the legally approved contract form attached (attachment "A").
- II. The length of the contracted period of time (term) may be as short as six months for an Interim Superintendent but will not exceed five (5) years in length for a full-time Superintendent.
- III. The work year shall be twelve (12) months. The Board and Superintendent shall note the mutually agreed upon terms (effective dates of employment, salary, benefits, and payment periods) within the contract.
- IV. Performance Evaluation shall be in accordance with the provisions of GCBI, the Board's policy on evaluation of the Superintendent.
- V. Because it is understood a part-time Superintendent cannot be expected to accomplish as much as a full-time Superintendent, the Job Description attachment (Attachment "B") to the contract will specify which duties and responsibilities are assigned if the position is part-time.
- VI. The contract shall expire on June 30th of the year of expiration.
- VII. If an existing contract will not be renewed or extended beyond the June 30th expiration date, the Superintendent must be so notified no later than December 31st preceding the expiration date.
- VIII. In accordance with state law, an on-going Superintendent's contract must be signed by December 31st of the year. In order to avoid a Conflict of Interest with the annual public vote of approval of the projected RSU #63 school budget, any increased compensation for the coming fiscal year must include the phrase "subject to voter approval."

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective _____, between RSU #63, a Maine school administrative district approved by the Maine Department of Education (the "RSU") and consisting of the towns of Clifton, Eddington, and Holden, Maine, and _____, an individual resident of _____, Maine (the "Superintendent").

BACKGROUND

Maine law requires the communities of Regional School Unit #63, a Maine school administrative district approved by the Maine Department of Education and consisting of the towns of Clifton, Eddington and Holden, Maine ("RSU 63"), to provide public K-12 education to eligible pupils residing within their borders.

The RSU is governed by and through its own board of directors.

The parties to this Agreement desire to set forth the terms and conditions under which the Superintendent will be hired as Superintendent of Schools for RSU 63, as well as clarify their respective rights and obligations.

THEREFORE, the parties agree as follows:

AGREEMENT

I. Term:

The RSU agrees to hire, and the Superintendent agrees to serve, as the Superintendent of Schools for RSU 63, for a term commencing July 1, 20__ and ending June 30, 20__ (the “Term”). At the RSU’s discretion, and if mutually agreed by both the Superintendent and the RSU, this Agreement may be extended beyond the expiration of the specified Term, on such terms and in such increments as the RSU shall reasonably desire.

II. Duties:

The Superintendent shall perform the duties and responsibilities in the Job Description attached as Exhibit A, which is incorporated into this Agreement by reference, and shall have other such duties and authorities stated in 20-A M.R.S. §1054, and other such responsibilities as are reasonably established by RSU 63 (the “Duties”). The Superintendent will execute the Duties in accordance with the policies and regulations of the RSU 63 board of directors, as well as all applicable statutes and requirements of the State of Maine. The Superintendent shall attend all meetings of RSU 63 as scheduled, unless excused, and shall participate in deliberations as requested. The Superintendent shall devote his or her entire working time and attention to the performance of the Duties, which at a minimum shall include _____ (___) days per year. The Superintendent shall not engage in outside professional activities during the Term without the prior written approval of the RSU 63 board of directors, which may be withheld at the board’s discretion.

III. Certification:

The Superintendent shall hold such certification issued and required by the Department for a Superintendent of Schools. These include, but are not limited to, Certification with a 010 Endorsement (Superintendent of Schools) and CHRC Approval. Renewal, as defined by state or federal law, shall be the responsibility of the Superintendent.

IV. Professional Growth:

Within budgetary constraints, and subject to the discretion of RSU 63, the Superintendent may attend reasonably appropriate professional meetings and conferences, such as the MSMA Fall Conference. The Superintendent shall request advance approval of the RSU

with such information as the RSU may reasonably request in order to evaluate the Superintendent's request. If approved in advance by the RSU board of directors, the RSU may pay the Superintendent's reasonable travel, per diem, and registration expenses, and the RSU may set such reasonable terms and conditions on the advance payment or reimbursement of such expenses as it may deem appropriate.

V. Salary:

The RSU board of directors will set the Superintendent's salary, for the fiscal year beginning July 1, 20__ and ending June 30, 20__. For the specified fiscal year, RSU 63 shall pay the Superintendent a salary of _____, paid at such frequency as the RSU uses for Central Office personnel. The Superintendent shall receive no Salary or Benefits under this contract until the Term begins.

VI. Benefits:

In addition to Salary, RSU 63 will provide the Superintendent with the benefits stated below (the "Benefits"). Nothing in this section shall be deemed a restriction or limitation of the Superintendent's rights under the federal Family Medical Leave Act or the Maine Family Medical Leave Act.

- A.** The RSU, at the request of the Superintendent and in accordance with applicable laws and regulations, shall withhold and transfer an amount of compensation (annually, semi-annually, or monthly) permitting the Superintendent to participate in a tax-deferred annuity program of the Superintendent's choosing.
- B.** The RSU will provide the Superintendent with a paid cell phone, computer, and office (the "Equipment"). The Equipment shall remain the property of the RSU at all times, and the Superintendent will use the Equipment for the exclusive benefit of the RSU. The Superintendent shall promptly return the Equipment to RSU 63 upon expiration of the Term or upon Termination of this Agreement pursuant to Section IX, or at such other time as the RSU may request.

VII. Expenses:

The RSU shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the performance of his or her Duties with prior approval of the RSU.

Vouchers for such expenses shall be submitted by the Superintendent on a regular and timely basis and within the same fiscal year in which they are approved.

VIII. Evaluation:

At the discretion of the RSU 63 Board of Directors, the Superintendent's job performance shall be reviewed at the end of the term in accordance with RSU 63 policy GCBI incorporated herein by reference. Members of the RSU 63 board of directors shall all have the right to participate in the Superintendent's performance review.

IX. Termination:

Before the Term expires, the parties may terminate this Agreement in accordance with any of the following procedures. The RSU shall have the sole discretion to renew or not to renew this Agreement at the end of the Term, and the Superintendent acknowledges that he/she has no continuing property interest in the renewal of this Agreement beyond the current Term.

A. Discharge of Superintendent for cause.

The RSU may discharge the Superintendent for cause and terminate this Agreement in accordance with the provisions of 20-A M.R.S. §1052. For the purposes of this section, "cause" shall be determined in the sole discretion of the RSU 63 board of directors by simple majority vote of its members, and may include, but is not limited to, the Superintendent's: incompetence, insubordination, misrepresentation, dishonesty, physical or mental incapacity (except as protected by the Americans with Disabilities Act and the Maine Human Rights Act), being charged with any crime under state or federal law except for a minor civil traffic offense not punishable by incarceration, unprofessional conduct, or other failure to perform the Duties or to otherwise adhere to the policies, directions, or decisions of the RSU 63 board of directors, and failure to perform any other term or condition of this Agreement.

B. Termination Due to Budget Limitations.

The RSU may terminate this Agreement after ninety (90) days' written notice to the Superintendent, in the event that budgetary limitations or other material changes in local conditions which warrant the elimination of all or substantially

all of the Duties or the need for the RSU to continue employing the Superintendent, as reasonably determined by RSU.

C. Termination by Consent.

The Parties may terminate this Agreement by mutual consent at any time.

X. MISCELLANEOUS:

A. Deadline for Execution and Delivery.

This Agreement shall be null and void unless an original counterpart, duly executed by the Superintendent, is received at RSU #63 Central Office, 202 Kidder Hill, Holden, Maine, 04429, on or before _____, 20__.

B. Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties to this Agreement.

C. Arbitration.

With the exception of the Superintendent's rights under Section IX(A) and 20-A M.R.S. §1052, the parties agree to resolve any other dispute regarding the interpretation of this Agreement or the rights of the parties hereunder pursuant to binding arbitration before JAMS according to its Employment Arbitration Rules and Procedures then in effect. Either party may initiate a request for arbitration by providing notice to JAMS and the other parties in the manner set forth for notices below. The arbitrator shall have the discretion to award the costs of the arbitration to the prevailing party, but each party must bear its own attorney's fees. The arbitration shall be conducted in Bangor, Maine or at such other location as the parties may reasonably determine, and shall be held within ninety (90) days of the date that the initiating party requests arbitration, unless all parties agree otherwise.

D. Notices.

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received or refused by the addressee, if sent by U.S. mail, postage prepaid, or by a nationally recognized overnight delivery service, to the following addressee:

If to RSU #63: _____RSU #63
202 Kidder Road
Holden, Maine 04429
Attn: Chair, Board of Directors

With a copy to: _____XXXXXXXXXXXX (to be used as needed, i.e., legal
counsel to the Board of Directors)

If to Superintendent: _____X

_____X
_____X

The parties may update the addresses used for notice at any time by sending prior notice to all other parties using the addresses and methods stated above.

E. Governing Law.

This Agreement will be governed by laws of the State of Maine without regard to conflicts of law principles.

F. Section Headings: Construction.

The section headings in this Agreement are provided for convenience only and will not affect its construction or interpretation.

G. Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

H. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

The parties have signed this Agreement as of the date written below.

RSU 63

By: _____
Its Board Chair

Date

Superintendent

Date

Print Name

JOB DESCRIPTION

SUPERINTENDENT OF SCHOOLS

MINIMUM QUALIFICATIONS: 1. Maine Certification for Superintendent of Schools
2. Advanced degree(s) (CAS or doctorate) with at least 30 hours in educational administration and supervision
3. Three years of academic classroom experience and three years as an Elementary or Middle School Principal or an equivalent thereof.

DIRECT SUPERVISOR: The RSU #63 Board of Directors

REPORTS TO: The RSU #63 Board of Directors

SUPERVISES: Directly: All administrative positions employed by RSU #63.
Indirectly: All employees of RSU #63

If the Superintendent’s services are subsequently subcontracted to another school unit in addition to RSU #63, there shall be a separate subcontract identifying the compensation, duties and responsibilities associated with that relationship.

JOB GOAL: To provide leadership in developing and maintaining the best possible educational programs and services for all Pre-K through 8th grade students under RSU #63

Priority Responsibilities:

I. School Board Relations

- A.** Attends and participates in all meetings of the Board, the Budget and Finance Committee, and any other committee designated by the Board. If not designated to attend any Board committee, regularly reviews the work or work product of each committee, providing input as requested or which the Superintendent believes appropriate.
- B.** Implements all Board-approved policies.
- C.** Prepares and submits to the Board recommendations relative to all matters requiring the Board’s action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.

- D.** Acts on his own discretion, taking action as necessary in any matter not covered by applicable Board policy, reporting such action to the Board as soon as practicable, and recommends policy/policies in order to provide guidance in the future.
- E.** Informs and advises the Board about programs, practices, and any problems in/of the schools, and keeps the Board informed of activities operating under the Board's authority.
- F.** Formulates school district objectives, policies, plans, and programs; prepares (or causes to be prepared) and presents facts and explanations necessary to assist the Board in its legislative duty to the district.
- G.** Keeps the Board informed on all matters of importance to their respective districts.
- H.** Supports Board actions and implements them at the best possible level.
- I.** Performs such other tasks as may, from time to time, be assigned by the Board.

II. Community Relations

- A.** Represents the district in its dealings with other school systems, institutions, agencies, and community organizations.
- B.** Represents the individual district schools and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs, and successes of the schools.
- C.** Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, effecting a wholesome and cooperative working relationship between the schools and their communities.
- D.** Confers periodically with professional and lay groups concerning school programs, and transmits suggestions gained from such conferences to the Board.

III. Staffing and Personnel Relations

- A.** Inspires others to function with integrity under the highest professional standards.
- B.** Treats all personnel fairly, without favoritism or discrimination, while insisting on performance of duties.
- C.** Secures and nominates for employment the best qualified and most competent teachers, support staff, and administrative personnel.
- D.** Understands and implements the terms and conditions of various negotiated agreements and employment practices.

- E.** Exercises power to make such rules, and gives such instructions to school employees and students as may be necessary to implement Board policy.
- F.** Consults with the Board on matters dealing with employment negotiations involving professional and non-professional personnel.
- G.** Recommends to the Board the appointment or employment of all non-professional and classified employees, and assigns, transfers, and recommends for dismissal any and all employees of the district. Provides annual evaluations to the Board of all administrative and lead personnel contracted by or employed by the Board.
- H.** Assigns and transfers employees as the interest of the district may dictate, and reports such actions to the Board for information and need, as policy may dictate.
- I.** Recommends to the Board for final action the promotion, salary change, contract extension, demotion, or dismissal of any employee.
- J.** Reports to the Board the case of any employee whose service is unsatisfactory, and recommends appropriate action.

IV. Educational Leadership

- A.** Understands and keeps informed regarding the various aspects of the instructional program.
- B.** Provides effective educational leadership, which encourages the highest standards of educational excellence and vision of what schools should be.
- C.** Directs the planning, implementation, and assessment of coordinated curricula.
- D.** Assures that educational programs are thoroughly evaluated so that best practices survive, while ineffective programs are altered or eliminated.
- E.** Requires school programs to reflect sound, research-based educational practices.
- F.** Oversees plans designed for the professional growth of all employees.
- G.** Administers, as chief executive, the development and maintenance of a positive educational program designed to meet the needs of the community and to carry out the policies of the Board.
- H.** Makes all administrative decisions within a school necessary to the proper function of the governing school district.
- I.** Delegates, at his/her own discretion, to other employees of the Board, the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the Superintendent of final responsibility for the action taken under such delegation.

- J.** Conducts a periodic audit (status and interim status reports) of the district's total school program, and advises the Board on recommendations for the educational advancement of the schools.
- K.** Recommends, to the Board for its adoption, all courses of study, curriculum guides, and major changes to be used in the schools.
- L.** Studies and revises, or causes to happen with staff, all curriculum guides and courses of study on a continuing basis.
- M.** Secures and nominates for employment the best qualified and most competent teachers and supervisory and administrative personnel.
- N.** Summons employees of the district to attend such regular and occasional meetings of the Board of Directors as necessary to carry out the educational program of the district.
- O.** Supervises methods of teaching, supervision, and administration in effect in the schools.
- P.** Recommends the establishment or alteration of attendance boundaries for all schools in the interest of good administration of the instructional program, and approves the special transfer of students from one neighboring district to another only when, in the Superintendent's opinion, conditions in each case warrant such action.
- Q.** Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences, and by other appropriate means, and keeps the Board informed of trends in education.
- R.** Keeps the public informed about modern educational practices, educational trends, and the policies, practices, and problems in its district schools.

V. Business and Finance

- A.** Supervises the effective carrying out of all constitutional or statutory laws, state regulations, and Board policies.
- B.** Submits to the Board clear and detailed explanations of any proposed procedure, which would involve either departure from established Board policy or the expenditure of substantial sums.
- C.** Directs the preparation of the annual budgets for adoption by the Board, and administers the budgets as enacted by the Board and approved by the public, acting at all times in accordance with legal requirements and adopted Board policies.

- D.** Establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with the designated budget, subject to the direction and approval of the Board.
- E.** Maintains directly, or through delegation, such personnel records, pupil accounting records, business records, and other records, which are required by law and by Board policy.
- F.** Makes recommendations with reference to the location and size of new school sites and of additions to existing sites; the location and size of new buildings on school sites; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the building and equipment of the district.
- G.** Works to obtain supplemental funds to assist district funding.
- H.** Stays current on existing and proposed legislation pertaining to school funding.