

EMPLOYMENT AGREEMENT
GRAFTON SCHOOL DISTRICT
AND
DR. JAMES CUMMINGS
(2021)

This AGREEMENT, by and between the Grafton School District (the “School District”) acting by and through the Grafton School Committee (the “School Committee”) and Dr. James (“Jay”) Cummings (“Dr. Cummings” or the “Superintendent”), witnesses that:

WHEREAS, the School District desires to continue to employ Dr. Cummings as Superintendent of Schools of the Grafton School District; and

WHEREAS, Dr. Cummings desires to continue to serve as Superintendent of Schools;

NOW THEREFORE, the School Committee and Dr. Cummings agree as follows:

1. **Employment.** The School District hereby employs Dr. Cummings as Superintendent of Schools and Dr. Cummings hereby accepts such employment under the following terms and conditions.

2. **Term.**

A. **Term:** The term of this Agreement will be July 1, 2021 through June 30, 2024.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the School District to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 17 18 of this Agreement.

3. **Compensation.**

A. For services rendered by the Superintendent to the School District, in the first year, the School District will pay to the Superintendent a bi-weekly salary (26 payments) of \$7,313.06, which if annualized would equal \$190,139.49 annually, less all lawful withholdings and deductions. The Superintendent’s salary for fiscal years 2023 and 2024 shall be as stated in this subsection, subject to subsection B.

B. In the second and subsequent fiscal years of this Agreement, the Superintendent may request the School Committee to review the Superintendent's salary. Subject to the Superintendent's performance and the economic status of the School District, the parties will negotiate a salary for the subsequent fiscal years of this Agreement; provided, however, such salary shall not be less than the Superintendent's salary for the first or previous year.

4. **Duties.**

A. The Superintendent will serve as Chief Executive Officer and Chief Educator of the Grafton School District. He shall manage the affairs of the school system in accordance with M.G.L. Chapter 71, Section 59. He will represent the School District before appropriate public and private organizations and will perform duties consistent with this position. The Superintendent will also perform such other duties and responsibilities as may from time to time be assigned to him by the School District.

B. The Superintendent will devote his full time and best efforts to his duties as Superintendent and will perform such duties in a professional and competent manner.

5. **Status.** The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

6. **Insurance.** The Superintendent will be entitled to the same group health insurance benefits, group life insurance benefits, and any other group insurance benefits available to non-bargaining unit employees of the Town of Grafton.

7. **Professional Expenses.** The School District will reimburse the Superintendent for all reasonable and necessary business expenses, upon submission by the Superintendent of documentation of such expenses, including but not limited to attendance at and reasonable and necessary expenses related to professional conferences, publications, and dues for relevant groups as follows:

A. The School Committee will reimburse Dr. Cummings for attendance at and reasonable and necessary expenses related to his annual attendance of the Massachusetts Association of School Superintendents ("MASS") and Massachusetts Association of School

Committees conferences, upon submission by Dr. Cummings of documentation of such expenses.

B. The School Committee will pay the dues for Dr. Cummings' membership in the MASS.

C. The School Committee will reimburse Dr. Cummings during the term of this Agreement for his participation in and successful completion of a national leadership program or some other leadership program approved by the School Committee.

D. The School Committee will reimburse Dr. Cummings up to \$100 per month during the length of this contract for use of a personal mobile communication device and data plan for school business, upon submission to the finance office of supporting documentation.

8. **Travel Expenses.** The School District will provide the Superintendent \$4,500 per fiscal year for travel expenses incurred by the Superintendent in connection with his duties for the School District, in addition to reimbursement for tolls and parking expenses while on official business.

9. **Retirement.** The Superintendent will be a member of the Teachers Retirement System as required by M.G.L. Chapter 32, Section 2.

10. **Vacation Leave.**

A. The Superintendent will be entitled to twenty-five (25) vacation days per contract year. If for any reason the contract is terminated prior to June 30, 2024, vacation will be pro-rated according to the number of days worked. Unused vacation leave may not be carried over from one contract year to the next, and must be used within the contract year or be lost, subject to Section B.

B. The Superintendent may be paid for up to five (5) days of unused vacation leave at the end of each fiscal, provided he submits his election to the business office no later than June 1 indicating the number of days for which he wishes to be paid.

C. The Superintendent will coordinate his use of vacation leave with the Chair of the School Committee.

11. **Holidays**. The Superintendent will be entitled to fourteen and one-half (14.5) holidays per contract year, in accordance with the laws of the Commonwealth and the policy of the School Committee.

12. **Personal Leave and Bereavement Leave**. The Superintendent will be entitled to four (4) personal leave days in each contract year and bereavement leave in each contract year in accordance with the policy applicable to other administrators in the Grafton School District. The Superintendent will coordinate his use of such personal leave with the Chairperson of the School Committee.

13. **Sick Leave**. The Superintendent will be entitled to twenty (20) days of sick leave per contract year, cumulative to one hundred eighty-two (182) days. Sick leave is a contingent benefit and there is no sick leave buy back associated with this benefit.

14. **Certification**. The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts law.

15. **Other Professional Activities**. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature, as well as attend professional meetings as he sees fit, provided they do not derogate from his duties as Superintendent and are in accordance with M.G.L. Chapter 268A.

16. **Performance Evaluation**. The School Committee and the Superintendent shall mutually agree to a set of goals and objectives, including measurable outcomes and dependencies, on or before June 15 for the next school year. These shall be utilized by the School Committee as a part of the Superintendent's evaluation.

The School Committee will evaluate the Superintendent's performance in accordance with the Massachusetts Department of Elementary and Secondary Education Evaluation Regulations. The School Committee will publicly discuss and review the Superintendent's job performance with him once annually, beginning no later than June 30 each year. The matter shall be scheduled as a regular agenda item for School Committee business. The discussion and review shall pertain to a written majority report prepared by the School Committee Chairperson,

which shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon his request, copies of individual School Committee member's evaluations prior to the review of his evaluation at the School Committee meeting. Written statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said majority report.

17. **Termination of Agreement.** The School District may terminate the employment of the Superintendent at any time during the term for good cause after written notice and hearing. Written notice shall be given fifteen (15) days prior to a hearing, and shall include the reasons for the proposed action. The hearing shall be conducted before the School Committee or a hearing officer designated by the School Committee, who shall be an attorney. The Superintendent shall have the right to counsel, the right to present and cross examine witnesses and the right to present evidence at such hearing.

A. Upon such termination of this Agreement, Dr. Cummings 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 ninety (90) days written notice to the School 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. This provision shall survive the termination of this Agreement.

18. **Renewal.**

A. In the event either party desires to renew the Superintendent's employment with the School District following the expiration of this Agreement, such party shall provide the other with written notice of such intention no later than January 1, 2024, and will include a copy of this Section 19 with the notice.

B. If either party fails to give such written notice by January 1, 2024, this Agreement shall expire as provided for in Section 2(A) above.

C. If the School Committee chooses not to renew this Agreement, it will not be considered a termination of the Agreement, as set forth in Section 18(A) above, but rather a conclusion of the contract term.

19. **Consultation with Counsel; No Representation.** The Superintendent acknowledges that he has had full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

20. **Indemnification.** The School District and Town shall defend, save harmless and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Superintendent provided that the Superintendent acted within the scope of his official duties, and that he acted in good faith.

The School District and Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent.

The School District and Town shall reimburse the Superintendent, if the School District does not provide counsel, for any reasonable attorneys' fees and costs incurred by the Superintendent in connection with such claims or suits involving the Superintendent in his professional capacity, provided he acted in good faith and within the scope of his duties.

This section shall survive any termination of this Agreement.

21. **Completeness.** This Agreement constitutes the entire Agreement between the School District and the Superintendent and supersedes any and all other agreements, written or oral, between the parties.

This Agreement may only be changed by written amendment executed by the School Committee and the Superintendent.

22. **Enforcement of Agreement.** Any dispute or breach arising under or out of this Agreement shall be arbitrated and the decision of the arbitrator shall be final and binding upon the parties. In connection with any arbitration under this Agreement, the arbitrator shall be a retired state or federal court judge chosen in accordance with the rules and regulations of an alternative dispute resolution service. Any such arbitrator, in connection with a termination action in which the arbitrator finds in favor of the Superintendent, shall not order reinstatement to the position of Superintendent of Schools or any other position within the Grafton School District, and any damages shall be limited to the amount of compensation due the Superintendent as if he were to serve the remaining months of his contract.

23. **Severability.** If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provision, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated.

24. **Interpretation.** This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

This Agreement is subject to ratification by the Grafton School Committee.

GRAFTON SCHOOL DISTRICT
Acting by and through the School Committee

SUPERINTENDENT OF SCHOOLS

Amy Marr, Chair
Grafton School Committee

Dr. James Cummings
Superintendent of Schools

Date

Date

APPROVED AS TO LEGAL FORM:
For the School Committee:

Sharon P. Siegel, Esquire
School Counsel