

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT
Ashby – Pepperell – Townsend, Massachusetts

CONTRACT OF EMPLOYMENT
ATHLETIC DIRECTOR

THIS AGREEMENT is made and entered into on July 1, 2009, by and between Maureen M. Marshall, the Superintendent of Schools, hereinafter referred to as the “Superintendent”, and Timothy J. McCormick, hereinafter referred to as the “Athletic Director.”

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

1. **EMPLOYMENT**: The Superintendent hereby appoints and employs Timothy J. McCormick as the Athletic Director in the North Middlesex Regional School District, and the Athletic Director hereby accepts employment on the following terms and conditions:
2. **TERM**: Subject to the provisions of G.L. c. 71 § 41, the term of this contract is for 200 days commencing on July 1, 2009 and terminating on June 30, 2012. The Superintendent and the Athletic Director will endeavor to reach agreement on a successor contract on or before June 30, 2012. If a written agreement is not executed by June 15, 2012, the Athletic Director’s employment will end on June 30, 2012. For purposes of this contract, the anniversary date shall be considered to be July 1 of each year.
3. **COMPENSATION**: The Athletic Director shall be paid a salary commencing as of the effective date of this agreement. The yearly salary is as follows:

2009-2010	\$81,645.00
2010-2011	TBD
2011-2012	TBD

Compensation is payable in equal installments convenient to the parties, but not less often than monthly. Each year during which this contract is in effect, the Superintendent and the Athletic Director shall meet at least thirty (30) days prior to the anniversary date for the purpose of reviewing the Athletic Director’s salary. The salary stated herein shall not be reduced below the amount received by the Athletic Director in the previous contract year; provided, however, that the Athletic Director’s salary may be reduced upon his or her demotion by the Superintendent, an administrative reorganization or a transfer to another school or position.

4. **REIMBURSEMENT FOR EXPENSES**: With the approval of the Superintendent, the District shall reimburse the Athletic Director for all expenses reasonably incurred in the performance of his/her duties. Such expense shall include, but not be limited to, costs of meals, transportation, attendance at appropriate local meetings, and if appropriate and preapproved,

attendance at regional, state or national meetings. A travel log must be submitted quarterly for out-of-district travel. This reimbursement will not exceed budgetary limits of \$2,500.00.

The Athletic Director will be reimbursed for school-related cellular telephone calls provided documentation is provided.

5. IN-DISTRICT TRAVEL: The Athletic Director will receive a stipend of \$1,500.00 for in-district travel, payments to be made at \$150.00/month for ten school months.

6. FRINGE BENEFITS: The Athletic Director shall be entitled to all insurance benefits and all other fringe benefits currently available to teachers with the following modifications:

- a. Life Insurance: The Athletic Director may elect to purchase additional life insurance from the Boston Mutual Life Insurance Company, the present supplier, up to an amount equal to the salary of the Athletic Director. The District shall pay 75% of the premium.
- b. Liability Insurance: The Athletic Director may elect to be added to the general liability policy held by the District in amounts to be determined by the Athletic Director and the insurance company at the same group rate offered under the master policy.
- c. Health Insurance: 65% payment by the District for the indemnity plan, 80% for the HMO.
- d. Disability Insurance: The District shall pay 65% of the premium of a district-approved plan.
- e. Dental Insurance: The Athletic Director may elect to purchase dental insurance from the present group carrier. The Athletic Director is responsible for 100% of the premium.

7. SICK LEAVE: The annual sick leave allowance for the Athletic Director shall be 20 days per year – accumulative to 180 days. The term “sick leave” shall apply to personal illness, prescribed medical examinations and accidents in the immediate family or for other absences concerned with sickness and deemed justifiable by the Superintendent of Schools. Immediate family includes husband, wife, son, daughter, mother, father, brother, sister, and corresponding in-laws.

In addition to the sick leave allowance aforementioned, seven additional days per year may be accumulated up to a maximum of 50 days to be available in the event of a long-term illness. This additional allowance may not be used until after all the aforementioned accumulative sick leave has been exhausted and then only upon certification by a medical doctor of a long-term prognosis.

A doctor's certificate of fitness shall be presented upon return to work or during any absence if requested by the Superintendent.

8. SICK LEAVE BUY BACK: In the event that the Athletic Director terminates employment in the District, payment of accumulated unused sick leave shall be made as follows:

- a. The Athletic Director must give the Superintendent at least 30 days notice in advance of the intended date of termination of employment.
- b. The Athletic Director shall be paid the daily rate of pay for the accumulated unused sick leave, but in no event to exceed \$5,000.00.
- c. Such reimbursement shall be considered as part of salary for the year prior to retirement, if applicable.

9. SABBATICAL AND OTHER LEAVES OF ABSENCE: A leave of absence without loss of status (i.e. sick leave, longevity, tenure, etc.) for study or travel-study will be considered by the Superintendent. The request must be submitted in writing to the Superintendent for recommendation. Upon approval by the Superintendent, a sabbatical may be granted to the Athletic Director subject to the following conditions:

- a. The Athletic Director, who shall had six years of consecutive service in the system, may be granted a leave of $\frac{1}{2}$ or one whole year. These maximum requirements may be waived by the Superintendent for adequate reasons, but in no case can such a waiver be granted if it causes the exclusion of other candidates eligible under the minimum requirements.
- b. Application for a sabbatical may be submitted any time after October 1st and before February 1st. If successful, the Athletic Director shall be notified 45 days after the application has been received.
- c. The Athletic Director shall be relieved of their administrative duties with full pay for $\frac{1}{2}$ year or $\frac{1}{2}$ pay for full year leave.
- d. Upon completion of the leave, the Athletic Director will be expected to return to the school system for a period of at least two years. Sabbatical shall be considered as a study experience and the continuing salary schedule increment shall not apply.
- e. Failure to satisfy the conditions of provisions (d) will require the Athletic Director to return to the District that portion of the sabbatical compensation equal to the portion of his/her obligations not fulfilled.

10. TEMPORARY LEAVES OF ABSENCE: The Athletic Director shall be allowed at least four (4) days for personal reasons and such leave must be approved in advance, if possible, by the Superintendent. This leave is intended only for transactions which cannot be carried out

other than during school hours. These four days are not accumulative, nor charged against sick leave. Unused personal days may be credited toward sick leave at the rate of four unused personal days to equal one day of sick leave.

The Athletic Director will be granted, at the discretion of the Superintendent, not more than three (3) professional visiting days each year for the purpose of visiting other schools, or attending meetings or conferences of an educational nature. The school, school days, and the purpose of the visit shall be subject to the approval of the Superintendent. The Athletic Director may be asked to share information derived from such visits. These days are to be exclusive of days that are mandated by the nature of the job responsibility.

In addition to the provisions of Sick Leave, the Athletic Director will be allowed up to three (3) consecutive days leave during the work year, in any case of death in the immediate family. These three days shall be non-accumulative. The term "immediate family" means the Athletic Director's spouse, child, father, mother, sister, brother, corresponding in-laws or relatives actually living in the Athletic Director's household. The provisions shall be administered in the light of their purpose which is to provide opportunity, when needed, to enable the Athletic Director to attend a funeral or to attend to family or personal matters arising as a result of the death.

11. DISMISSAL, DEMOTION, OR SUSPENSION: The Superintendent may suspend, demote or dismiss the Athletic Director in accordance with the provisions of M.G.L. Chapter 71, Sections 41 and 42D, and the prevailing court decisions decided thereunder; provided: the parties agree that in the event of arbitration under M.G.L. Chapter 71, Sections 41 or 42D, the standard of review and interpretation of "good cause" by the arbitrator shall be in accordance with the standard of review and interpretation of such terms by the Massachusetts courts under M.G.L. Chapter 71, Sections 41 and 42 prior to the passage of the said Education Reform Act of 1993. The standard of review by an arbitrator, in reference to any suspension which is arbitrable under M.G.L. Chapter 71, Section 42, shall be "good cause" standard. "Good cause" as used herein shall mean the same as above defined.

No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above, and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

12. CERTIFICATE: The Athletic Director shall furnish to the Superintendent and maintain or be working toward a valid and appropriate certificate qualifying him/her to act as an Administrator in the Commonwealth.

13. STATE RETIREMENT ASSOCIATION: The Athletic Director shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

14. EVALUATION: The High School Principal with input from the middle school principals shall evaluate the performance of the Athletic Director in writing three (3) times each year during the term of this Agreement and shall meet with the Athletic Director to discuss such evaluations.

15. TERMINATION: In the event that the said Athletic Director desires to terminate this contract before the term of service has expired, he/she may do so by giving at least thirty (30) days notice of his/her intention to the Superintendent.

16. ENTIRE AGREEMENT: This agreement embodies the whole agreement between the Superintendent and the Athletic Director, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. Except as expressly provided herein, no incorporation by reference is made to any policy manual or collective bargaining agreement. This Agreement may not be changed except by a writing signed by the party to be bound or against whom enforcement thereof is sought.

17. SEVERABILITY: If any paragraph or part of this Agreement is invalid, such invalidity shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties having hereunto set their hands to this Agreement in duplicate this ____ day of July in the year 2009.

-----//Maureen M. Marshall

-----//Timothy J. McCormick

Maureen M. Marshall
Superintendent of Schools

Timothy J. McCormick
Athletic Director