

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

CONTRACT OF EMPLOYMENT
Director of School and Community Relations

THIS AGREEMENT, made as of May 20, 2008, by and between Maureen M. Marshall, Superintendent of Schools, hereinafter referred to as the “Superintendent” and, Michael Tikonoff, hereinafter referred to as “Director of School and Community Relations.”

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

1. **EMPLOYMENT**: The Superintendent hereby employs Michael Tikonoff as Director of School and Community Relations of the public schools of the North Middlesex Regional School District, and the Director of School and Community Relations hereby accepts employment on the following terms and conditions:
2. **TERM**: Subject to the provisions of G.L. c. 71 § 41, c. 71 § 42 and the further terms hereof, the duration of this contract is for three years, commencing on July 1, 2008 and terminating on June 30, 2011, provided: that this contract will automatically terminate on June 30th (following the date hereof) if the parties have not been able to successfully negotiate and agree upon a salary for any year which is by the terms hereof “To be negotiated.” The Superintendent and the Director of School and Community Relations will further endeavor to reach agreement on a successor contract on or before June 1, 2011, but failure to do so shall not be construed as a breach of this agreement. If a written agreement is not executed by June 1, 2011, the Director of School and Community Relations employment will have an additional one year.
3. **COMPENSATION**: The Director of School and Community Relations shall be paid a salary commencing as of the effective date of this agreement. The yearly salary is as follows:

2008-2009	\$120,000
2009-2010	\$124,200
2010-2011	\$128,547

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 Director of School and Community Relations shall meet at least thirty (30) days prior to the anniversary date for the purpose of reviewing the Director of School and Community Relations' salary. The salary stated herein shall not be reduced below the amount received by the Director in the previous contract year; provided, however, that the Director's salary may be reduced upon his demotion by the Superintendent, an administrative reorganization or a transfer to another position.

4. REIMBURSEMENT FOR EXPENSES: With the approval of the Superintendent, the Director of School and Community Relations shall be reimbursed for all expenses reasonably incurred in the performance of his duties. Such expenses shall include, but not limited to, cost of meals, transportation, attendance at appropriate local meetings, and attendance at regional, state and national meetings.
5. IN-DISTRICT TRAVEL: The Director of School and Community Relations will receive a stipend of \$2,000.00 for in-district travel, payments to be made for twelve months. However, should actual mileage exceed the monthly allowance, the Director of School and Community Relations may present mileage logs using employee expenses vouchers. Selection of an alternate log must be made in September and continue throughout the year.
6. FRINGE BENEFITS: The Director of School and Community Relations shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to professional personnel, such benefits not to reduce benefits expressly provided for in this Contract or to be agreed upon in the future.
 - a. Life Insurance: The Director of School and Community Relations may elect to purchase additional life insurance from the present carrier, up to an amount equal to the salary of the Director of School and Community Relations. The District shall pay 75% of the premium.
 - b. Liability Insurance: The Director of School and Community Relations may elect to be added to the general liability policy held by the District in amounts to be determined by the Director of School and Community Relations 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, or 80% for the HMO premium.
 - d. Dental Insurance: 100% premium paid by the Director of School and Community Relations if he chooses to purchase from the group carrier.
7. TUITION REIMBURSEMENT: The Director of School and Community Relations and the Superintendent will annually review language relative to the reimbursement for tuition expenses incurred by the Director due to his participation in course work approved by the Superintendent.
8. SICK LEAVE: The annual sick leave allowance for the Director of School and Community Relations shall be 24 days per year—accumulative to 225 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 (7) 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.
9. SICK LEAVE BUY BACK: In the event that the Director of School and Community Relations terminates employment in the District, payment of accumulated unused sick leave shall be made as follows:
- a. The Director of School and Community Relations must give the Superintendent at least 30 days notice in advance of the intended date of termination of employment.
 - b. The Director of School and Community Relations 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 the salary for the year prior to retirement, if applicable.

10. DISMISSAL, DEMOTION, OR SUSPENSION: The Superintendent may suspend, demote or dismiss the Director of School and Community Relations in accordance with the provision 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.

11. 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 of Schools for recommendation. Upon approval by the Superintendent, a sabbatical may be granted to the Director of School and Community Relations subject to the following conditions:
- a. The Director of School and Community Relations, who shall have had six years of consecutive service in the system, may be granted a leave of ½ of 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 Director of School and Community Relations shall be notified 45 days after the application has been received.
 - c. The Director of School and Community Relations shall be relieved of his administrative duties with full pay for ½ year or ½ pay for a full year leave.

- d. Upon completion of the leave, the Director of School and Community Relations 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 provision (d) will require the Director of School and Community Relations to return to the District that portion of the sabbatical compensation equal to the portion of his obligations not fulfilled.

12. TEMPORARY LEAVES OF ABSENCE: The Director of School and Community Relations shall be allowed at least four (4) days leave 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 Director of School and Community Relations will be granted, at the discretion of the Superintendent, not more than seven (7) 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 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 Director of School and Community Relations 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 Director's spouse, child, father, mother, sister, brother, corresponding in-laws or relatives actually living in the Director's household. The provisions shall be administered in light of their purpose which is to provide opportunity, when needed, to enable the Director of School and Community Relations to attend the funeral, or to attend to family or personal matters arising as a result of the death.

13. WORK AND VACATION: The Director of School and Community Relations' work year will consist of 225 work days. The Director shall be granted up to 25 vacation days per contract year. Subject to approval by the Superintendent, a maximum of 25 unused vacation days in a contract year may be carried over to the next contract year.

A maximum of twenty-five (25) unused vacation days will be bought back by the District on a per diem basis upon the Director of School and Community Relations leaving the District.

14. GRIEVANCE PROCEDURE: A "grievance" is hereby defined to mean a complaint by an administrator or a group of administrators based on an alleged violation of the contract agreement or a dispute involving the meaning, interpretation or application thereof.

- a. Level I: An informal settlement between the administrator and the assistant superintendent will be attempted. An administrator with a grievance, with or without the elected representative of the administrators, shall present the grievance to the assistant superintendent in writing within ten school days or 14 calendar days of the occurrence of the event upon which the grievance is based.
- b. Level II: In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level I, or in the event that no decision has been reached within ten school days or 14 calendar days after presentation of the grievance to the immediate supervisor, the grievance shall within ten school days or 14 calendar days be referred to the Superintendent. The Superintendent or her designee shall represent the Committee at this level of the grievance procedure. Within ten school days or 14 calendar days after receipt of the written grievance by the said Superintendent, he shall meet with the aggrieved employee and the elected representative of the administrators in an effort to settle the grievance.
- c. Level III: In the event that the grievance shall not have been satisfactorily disposed of at Level II or on the event that no decision has been rendered within ten school days or 14 calendar days after he/she has met with the Superintendent, he/she may file the grievance in writing with the Chairperson of the School Committee within five school days after a decision by the

Superintendent or 15 school days after he has first met with the Superintendent, whichever is sooner. Within ten school days or 14 calendar days after receiving the written grievance, a subcommittee of the School Committee (hereinafter referred to as the “Subcommittee”) will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level III will, however, be rendered by the full School Committee at the next normal or regular School Committee meeting.

- d. Level IV: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within ten school days or 14 calendar days after he has first met with the Subcommittee, he may, within five school days after a decision by the School Committee or 15 school days after he has first met with the Subcommittee, whichever is sooner, request in writing the elected representative of the administrators to submit his/her grievance to arbitration. The elected representative will take the request to the full Administrators Unit. If the administrators determine that the grievance is meritorious and that submitting it to arbitration is in the best interests of the North Middlesex Regional School System, it may submit the grievance to arbitration within 15 school days after receipt of a request by the aggrieved person.

- 15. EVALUATION: The Superintendent or her designee shall evaluate the performance of the Director of School and Community Relations each year during the term of this Agreement, and shall meet with the Director of School and Community Relations before June 1 of each year of this Agreement to discuss such evaluation.

16. EARLY RETIREMENT INCENTIVE:

- a. The Director of School and Community Relations having served as an administrator in the North Middlesex Regional School District for at least ten (10) years is eligible to receive an early retirement incentive.
- b. The Director of School and Community Relations must file a written notice of intent with the Superintendent by November 1 of the school year in which he intends to retire to be eligible for the lump sum payment, which shall be payable on or after the following July 1.
- c. The Director of School and Community Relations shall receive a lump sum payment based upon the percentage as set forth below, of the difference between the Director's salary during his final year of administration and the beginning salary for an Assistant Principal in the North Middlesex Regional School District.

Age 50-54	80%
Age 55	100%
Age 56-60	70%
Age 61-62	60%

- d. It is understood that giving of notice of intent to retire is irrevocable and the Director of School and Community Relations shall be required to retire at the conclusion of the school year in which the notice of intent to retire is given.

17. TERMINATION: In the event that said Director desires to terminate this contract before the term of service has expired, he may do so by giving at least sixty (60) days notice of his intention to the Superintendent.

18. ENTIRE AGREEMENT: This Contract embodies the whole Agreement between the Superintendent and the Director of School and Community Relations and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in a writing signed by the party against whom enforcement thereof is sought. 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 for a writing signed by the party to be bound or against whom enforcement thereof is sought.
19. 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 have hereunto signed and sealed this Agreement and a duplicate thereof this ___ day of May in the year 2008.

-----//Maureen M. Marshall

-----//Michael Tikonoff

Maureen M. Marshall
Superintendent of Schools

Michael Tikonoff
Director of School and Community
Relations