

**CONTRACT OF EMPLOYMENT  
BETWEEN DR. ROGER J. LANG IV  
AND THE CHELMSFORD SCHOOL COMMITTEE**

This Contract of Employment (hereinafter "the Agreement") is made this 31<sup>st</sup> day of June, 2015 by and between the Chelmsford School Committee (hereinafter referred to as "the Committee") and Dr. Roger J. Lang, IV (hereinafter referred to as "(the Superintendent)").

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their expectations, goals, relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

• **EMPLOYMENT**

The Committee hereby agrees to employ the Superintendent as Superintendent of Chelmsford Public Schools for a period to commence no later than August 31, 2015 and to end on June 30, 2018. The Superintendent's annual salary for the 2015-2016 contract year shall be pro-rated to reflect his starting date. During the period from July 1, 2015 through August 31, 2015, the Superintendent shall be paid for any hours worked based on his 2015-2016 contract year per diem rate, not to exceed the hourly equivalent of two (2) days per week, which for the sole purpose of this provision shall be calculated at eight (8) hours per day. For the purposes of proration, the regular work year is two hundred and twenty-eight (228) days. 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 one-year period. Accordingly, in the event that the Committee decides not to renew the Superintendent's contract, it must provide written notice to the

Superintendent no later than June 30<sup>th</sup>, 2017. Said notice of the Committee's intent not to renew the contract upon expiration hereunder must be given either via certified mail, return receipt requested, to the Superintendent at his address of record, or via hand-delivery.

## II. RESPONSIBILITIES/DUTIES

The administration of school policy set by the Committee pursuant to M.G.L. c. 71 §37, and 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, or termination of personnel employed or to be employed by the Chelmsford Public School District consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority, 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 therefore, 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 Chelmsford Public 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.

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 Chelmsford Public 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. Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.

E. The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.

F. The Superintendent is assured that Committee rules, regulations, or policies,

are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

G. 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 duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.

### III. EVALUATION

A. In accordance with the Department of Elementary and Secondary Education (DESE) and pursuant to the new educator evaluation regulations, 603 CMR 35.00, the new Evaluation Massachusetts Model System for Superintendents is adopted by the Chelmsford Public Schools in its entirety. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments.

B. The Committee shall prepare an evaluation of the Superintendent which shall be signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

C. The parties shall have the right to mutually waive formal performance assessment in any year of this Agreement by specific vote or inaction provided, however, that the Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when the agreed upon performance assessment is not completed.

D. The performance assessment shall be used for the following purposes:

1. to strengthen the working relationship between the District and Superintendent and to clarify for the Superintendent and individual members of the Committee or School Directors the responsibilities the Committee relies on Superintendent to fulfill;

2. to discuss and establish goals for the ensuing year, including Statewide Performance Standards.

E. The Committee will meet in Executive Session to determine the Superintendent's salary/benefits following the completion of his evaluation. The Committee may consider other factors and considerations to determine the Superintendent's salary/benefits.

F. The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing for his study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his performance.

#### **IV. REGULAR COMPENSATION**

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Superintendent's regular compensation shall include, in consideration for services provided:

##### **A. SALARY:**

The Committee shall provide the following salary as part of the Superintendent's compensation:

##### **1. Initial or Base Salary**

For the 2015-2016 contract year, (no later than August 31, 2015 through June 30, 2016) the Committee shall pay the Superintendent an annualized salary of One Hundred Seventy Thousand Dollars (\$170,000.00), which shall be pro-rated to reflect the proportion of the contract year worked. The Superintendent shall be eligible for a performance bonus at the time of his annual evaluation in the amount of Five Thousand Dollars (\$5,000.00) based upon the Superintendent's overall performance evaluation results if proficient or exemplary. For the 2016-2017 contract year, the Committee shall pay the Superintendent an annual salary of One Hundred Seventy Five Thousand Dollars (\$175,000.00). The Superintendent shall be eligible for a performance bonus at the time of his annual evaluation in the amount of Five Thousand Dollars (\$5,000.00) based upon the Superintendent's overall performance evaluation results if proficient or exemplary. For the 2017-2018 contract year, the Committee shall pay the Superintendent an annual salary of One Hundred Eighty Thousand Dollars (\$180,000.00). The Superintendent shall be eligible for a performance bonus at time of his annual evaluation in the amount of Five Thousand Dollars (\$5,000.00) based upon the Superintendent's overall performance evaluation results if proficient or exemplary.

The Superintendent's annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. At no time during the life of this Agreement, or any extension hereof, shall the Superintendent's salary be reduced.

3. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the Superintendent or his/her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

B. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Medical/Related Insurances

The Superintendent shall be entitled to all insurance (life, medical, dental, prescriptions) plans and benefits currently, and in the future, available to other professional personnel in the District, subject to the terms and conditions of said coverage.

2. Long-Term Disability Insurance

The Committee shall purchase for the Superintendent short-term and long-term disability policies based at current policy levels currently being provided to non-union Town of Chelmsford personnel. (The short-term policy is a 90-day disability policy and the long-term policy is for a 24-month duration at 60% levels). The Superintendent shall be credited with the paid days as needed to satisfy any reasonable waiting period for collection of benefits under any such disability policy and such days shall not be deducted from the Superintendent's sick leave for purposes of computing sick leave buy-back.

3. Life Insurance

In addition to minimum statutory plans or life insurance plans available to other employees in the District, the Committee shall pay the entire premium for a One Million Dollar (\$1,000,000.00) term life insurance policy selected by the Superintendent. Said payment will be made either directly as a premium payment to the company providing such coverage or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company, in either event with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

4. Sick Leave

The Superintendent shall be credited with thirteen (13) sick days annually commencing on the first day of this Agreement and on the first day of each contract year thereafter. Unused sick leave shall be accumulated without limit.

The Superintendent may take sick leave for family/household members as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request.

5. Bereavement Leave

The Superintendent may take bereavement leave as needed as part of his paid leave of absence. Said bereavement leave shall be in addition to any other paid leaves set forth in this Contract to which the Superintendent is entitled.

6. Technology Support

The Committee shall provide the Superintendent with a computer and any other reasonable technology to enable efficient time management and fluid communications, and the Committee shall pay for any monthly service fees.

The Committee shall provide the monthly sum of \$131.00 in reimbursement to the Superintendent for his use of a cell phone and service fees which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

C. VACATION

1. The Superintendent shall be entitled to thirty (30) paid vacation days annually. Vacation days shall be accumulated equally on a quarterly basis. Use of vacation days are at the discretion of the Superintendent and may be used before they are accumulated, however, should the Superintendent resign or retire from the district prior to the end of the school year having used more vacation days than he has earned to that point in the year, he will owe and agrees to repay the district for any used vacation time not yet accumulated.

2. The Superintendent may buy back up to ten (10) days of unused vacation days at

the end of the fiscal year at his then effective per diem rate of pay.

3. All accumulated vacation time will be paid to the Superintendent (or his estate) 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.

4. The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other District employees.

## V. EXPENSES

### A. REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL

1. In District and out-of-District Travel. The Committee shall reimburse the Superintendent for expenses and travel within and outside the District in the amount of four hundred dollars (\$400.00) per month. A voucher shall not be required for this payment.

2. Any other reasonable work-related expenses incurred by the Superintendent shall be reimbursed by the Committee upon submission of a written voucher for the same.

### B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES

1. The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of written voucher for the same. The Committee encourages the Superintendent to participate each fiscal year in at least one national and any state conferences of his choosing.

2. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:

- (a) Massachusetts Association of School Superintendents
- (b) A. A. S. A.
- (c) A.S.C.D.

(d) To be approved

## **VI. WORK EXTENDING BEYOND THE NORMAL WORK DAY**

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

## **VII. DISCHARGE**

The Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, moral misconduct, or other good cause. Any dismissal of the Superintendent will require a two-thirds vote of the Committee members. The Committee will notify the Superintendent of the basis or bases for the contemplated dismissal and will provide him with an opportunity to meet with them prior to any official action being taken. Any meeting between the Committee and the Superintendent will take place in Executive Session. The Committee will provide the Superintendent with fourteen (14) calendar days' notice prior to any meeting.

"Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. A dismissal by the Committee shall sever any and all rights that the Superintendent shall have under this Agreement (except payment for accumulated but unused vacation days) for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.

## **VIII. RESIGNATION**

In the event that the Superintendent submits his resignation to accept another Superintendent position during the first year of this Agreement (no later than August 31, 2015 through June 30, 2016), the Superintendent shall pay the Committee the amount of twenty thousand dollars (\$20,000.00) as an agreed-upon penalty and in recognition of the costs associated with the Committee having to hire another superintendent. In the event that the Superintendent submits his resignation to accept another Superintendent position during the second year of this Agreement (July 1, 2016 through June 30, 2017), the Superintendent shall pay the Committee the amount of ten thousand dollars (\$10,000.00) as an agreed-upon penalty and in recognition of the costs associated with the Committee having to hire another superintendent. In the event that the Superintendent submits his resignation to accept another Superintendent position during the third year of this Agreement (July 1, 2017 through June 30, 2018), the Superintendent shall pay the Committee the amount of five thousand dollars (\$5,000.00) as an agreed-upon penalty and in recognition of the costs associated with the Committee having to hire another superintendent. In the event that the Superintendent submits his resignation during the



term of this Agreement, no resignation shall become effective until the close of any school year in which this contract is in effect, or upon sixty (60) calendar days' notification from the Superintendent unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

## **IX. SALARY DEDUCTIONS**

This Agreement shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

## **X. ARBITRATION**

### **A. Scope of Controversy**

Any controversy or claim arising out of or relating to any term or condition of this Agreement or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. ch. 150C or if Chapter 150C is determined to be inapplicable, then pursuant to the provisions of Chapter 251 of the General Laws relative to arbitration of commercial disputes.

### **B. Arbitrator's Authority**

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

## **XI. INDEMNIFICATION**

A. The Committee shall at all times indemnify, hold harmless and defend the Superintendent to the maximum extent and in accordance with the terms of MGL

c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his then-effective per diem rate of pay or Four Hundred Dollars (\$745.00), whichever is greater.

B. In the event that the Superintendent is personally named as a defendant in a civil action and has been acting within the scope of his employment, the Superintendent may retain, at the Committee's expense and upon prior notice to the Committee, independent legal counsel to provide representation to him in any proceedings in state or federal court. In such cases, counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. As a condition of retaining independent counsel, the Superintendent shall have a duty to cooperate fully and completely with the Committee and the Committee's counsel and to engage in a joint defense of such action.

C. These indemnification provisions, Article XI, A, B and C, shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

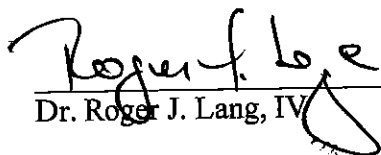
## **XII. ENTIRE AGREEMENT**

This contract embodies the whole agreement between the Committee and the Superintendent 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 by a writing signed by the party against whom enforcement thereof is sought.

## **XIII. INVALIDITY**

If any paragraph or part of this agreement is invalid, it 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 in duplicate on the day and year set forth below.

  
\_\_\_\_\_  
Dr. Roger J. Lang, IV

2/3/2015  
Date

*Allen Thomas*

Chelmsford School Committee  
Chair

*6/3/15*

Date