

**SUPERINTENDENT’S EMPLOYMENT AGREEMENT EXTENSION
FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2026
AMENDED & ADOPTED DECEMBER 19, 2022**

It is hereby agreed by and between the **Sanford School Committee** (hereinafter called the “Board”) and **Matt Nelson** (hereinafter called the “Superintendent”) that the said Board in accordance with its action found in the minutes of the meeting held on the 2nd day of March 2020 and as amended on the 20th day of December 2021, has and does hereby continue to employ the said Matt Nelson as Superintendent of Schools for a **four year period from July 1, 2022 and ending June 30, 2026**. Both parties agree that said employee shall perform the duties of the Superintendent in and for the public schools under the jurisdiction of the Board as prescribed by the statutes of the State of Maine and the policies established by the Board and any amendments thereto. The Superintendent agrees to devote his/her entire time to his/her duties as Superintendent unless otherwise excepted in accordance with the laws of Maine.

1. Certification. During the term of this contract, the Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of Maine.

2. Salary. The Superintendent’s annual salary, payable in equal installments in accordance with the policies of the Board, shall be as follows:

a) Yr. 1: **July 1, 2022 - June 30, 2023: \$148,000** – reflecting an increase of 2.75% over the prior year, an annual salary of One Hundred Forty-Eight Thousand (\$148,000).

b) Yr. 2: **July 1, 2023 – June 30, 2024: \$151,700** – reflecting an increase of 2.5% over the prior year, an annual salary of One Hundred Fifty-One Thousand and Seven Hundred (\$151,700).

c) Yr. 3: **July 1, 2024 – June 30, 2025: \$155,492.50** – reflecting an increase of 2.5% over the prior year, an annual salary of One Hundred Fifty-Five Thousand and Four Hundred Dollars and Fifty Cents.

d) Yr. 4: **July 1, 2025 – June 30, 2026: 159,379.81** – reflecting an increase of 2.5% over the prior year, an annual salary of One Hundred Fifty-Nine Thousand and Three Hundred Seventy Nine Dollars and Eighty One Cents.

3. Salary Adjustment. The Board may adjust the annual salary rate of the Superintendent during the term of this contract, such salary adjustment not to reduce the annual salary rate below the figures stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the school unit. Any adjustment in salary made during the term of this contract shall be in the form of an amendment and shall become a part of this contract, but it shall not be considered that the Board has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended.

4. Evaluation. The Board and the Superintendent shall meet periodically to discuss Superintendent-Board relationships. Such discussions should include an assessment of previously mutually agreed upon objectives and of the professional behavior and performance of the Superintendent. The Board shall evaluate the Superintendent annually, said evaluation to be commenced no later than December 31st of each contract year, in accordance with Maine State law; *the Superintendent's employment be considered in the month of December preceding the expiration year of his/her contract; earlier consideration is the Board's option.*

5. Vacation. The Superintendent shall receive thirty (30) days of vacation annually exclusive of legal holidays. Paid vacation shall be taken during the year in which it is earned when feasible. Unused vacation days may be carried over subject to a maximum of fifty (50) days accumulation. Up to five (5) vacation days may be redeemed annually for additional salary at the per diem rate in effect when redeemed. The Superintendent shall inform the Board in advance of planned vacation days and shall report to the Board semi-annually on the number of vacation days taken and remaining. Upon official retirement into the Maine State Retirement System, the Superintendent shall be entitled to receive the per diem rate at the time of retirement for each day of unused vacation, up to the maximum accumulation of fifty (50) days. This provision is subject to proration in the first year.

6. Sick Leave. For personal illness, the Superintendent shall receive twenty (20) days of sick leave per year accumulative to a total of two hundred (200) days. Upon official retirement into the Maine State Retirement System, the Superintendent shall be entitled to receive One Hundred (\$100) per day of unused sick leave, up to the maximum accumulation of 200 days.

7. Personal. The Superintendent shall be entitled to three (3) days annually to tend to personal matters. Unused personal days expire at the end of each contract year.

8. Bereavement. Up to five (5) days bereavement will be granted in the event of the death of an immediate family member, persons residing in the same household or a close relative. It is understood that such bereavement leave is granted for the sole purpose of allowing the Superintendent time to participate personally in the service, burial and estate of said decedent.

9. Insurance. The Superintendent shall receive insurance coverage paid by the Board as follows:

a) Health insurance including major medical for at any level of coverage selected (i.e. Single, 2-Adult, Adult with Child or Family), the Board shall pay 80% of the premium of the MEA Choice+ plan.

b) b) If health insurance is declined and proof of other employer-group sponsored plan is obtained outside of the district, the Superintendent shall receive the employer portion (80%) of a full single subscription of the premium of the MEA Choice+ plan as a cash-in-lieu benefit to be paid in two semi-annual equal installments.

c) Long-term disability insurance in the amount of Twelve Hundred (\$1,200) annually, the expense of which shall be borne 100% by the Board; and,

d) Dental insurance at any coverage level selected among the District sponsored plan, the expense of which shall be borne 100% by the Board.

NOTE: Insurance coverage, premiums and levels of benefits are all subject to negotiation.

10. Annuity. To the maximum extent permitted by applicable Federal law and as compensation for services rendered, the Board shall make an annual employer contribution in the amount of Three Thousand \$3,000 towards the purchase of a tax-sheltered annuity for the Superintendent pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended. All premiums for the annuity contract shall be paid by the Board to an annuity provider of the Superintendent's choice among the list of approved providers by the District's third party administrator, Omni Group, which provider may be changed from time to time by the Superintendent by

written notice to the Board. The Board shall make appropriate tax and other withholdings from this amount, including withholding for the Maine State Retirement System.

11. Educational Preparations (one addition from below)

- For 2nd Masters Degree (add to salary) \$3,038
- For Certificate of Graduate Studies (add to salary) \$3,913
- For Doctorate – PhD or EdD (add to salary) \$4,792

12. Cell Phone and Transportation.

a) The Board shall provide the Superintendent with an annual non-taxable reimbursement of \$2,000 toward the cost of a cell phone and plan. The Superintendent will provide the contact cell phone number to the Superintendent's office.

b) The Board shall provide the Superintendent with an allowance of Four Thousand (\$4,000) annually for transportation and related travel costs required in the performance of his/her duties hereunder. Said allowance may be paid in two equal semi-annual installments of \$2,000 directly to the Superintendent as a taxable benefit, *or* may be paid out of the regular district budget at the actual cost incurred for mileage (I.R.S. reimbursable rate x miles driven), tolls, parking, hotel, etc. as a non-taxable reimbursement.

13. Professional Development. It shall be within the Superintendent's scope of employment to attend appropriate professional meetings and maintain membership with pertinent organizations. The Board expects the Superintendent to continue his/her professional memberships and development with the expectation that he/she shall participate in relevant learning experiences and will, accordingly, provide reasonable amounts for these purposes in the annual budget request.

Additionally, whenever the Superintendent completes professional coursework with a grade of B or better (or Pass), he/she shall be reimbursed at the University of Maine at Orono rate plus up to Three Hundred Dollars (\$300), subject to a limit of six (6) credit per contract year. Additional coursework shall be subject to the discretion and approval of the Board.

14. Professional Liability. The board shall use its best efforts to assure that the Superintendent is an insured under the district's Errors and Omissions / Legal Liability policies for any covered claims against the Superintendent in his official capacity. At the Board's sole determination, independent legal representation may be provided on behalf of the Superintendent which representation is not otherwise provided under the coverage afforded by the district insurance policies *or* when a conflict of interest arises during the course of such representation. Selection of such legal counsel may be on such terms and conditions as the Board deems appropriate.

15. Discharge. Throughout the term of this contract, the Superintendent shall be subject to discharge in accordance with the laws of Maine, and in the event of such discharge, this contract shall terminate and all obligations of the Board to the Superintendent hereunder shall cease.

16. Other Terminations of Employment.

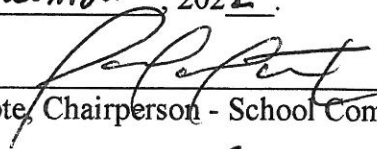
- a) This contract may be terminated by mutual agreement of the parties at any time or by the resignation of the Superintendent upon a minimum of ninety (90) days' written notice to the Board.
- b) In the event the Superintendent is unable to perform his/her duties by reason of disability, illness, accident or other cause beyond the Superintendent's control following exhaustion of any sick leave and vacation time and such condition is permanent, irreparable or of such a nature as to make the performance of those duties impossible, the Board may terminate this contract by written notice to the Superintendent whereupon all obligations of the Board to the Superintendent hereunder shall cease; and
- c) Unless otherwise terminated, this contract shall terminate automatically on June 30, 2025, without the requirement of any action by either party, at which time all obligations of the Board to the Superintendent hereunder shall cease. The parties acknowledge that no cause is required for the Board to permit this contract to terminate automatically by expiration of its term and to not enter into a new contract with the Superintendent.

16. Extension of Term. The Board may by specific action extend the termination date of this contract. Any such extension shall be entered into by the parties as a written amendment to this contract.


17. Contract Amendments. This contract contains the entire agreement between the parties and supersedes all prior agreements or representations of any kind. This contract may be amended only by an agreement in writing executed by both parties.

18. Maine Law; Severability. This contract shall be interpreted according to the Laws of the State of Maine. Should any provision of this agreement be found to be contrary to law, such provision shall become null and void and shall immediately cease to be in effect, but in such case, the remainder of this agreement shall not be affected, shall remain in effect, and shall be valid and enforceable.

Amended and agreed to this 19th day of December, 2022.



Paula Cote, Chairperson - School Committee



Matt Nelson, Superintendent