

ABINGTON PUBLIC SCHOOLS

ADMINISTRATOR
EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the School District of the Town of Abington, hereinafter referred to as the District, through its Superintendent of Schools and hereinafter referred to as the "Superintendent."

NOW THEREFORE, in consideration of mutual promises and covenants, the Committee and Superintendent agree as follows:

1. **EMPLOYMENT:** The Committee hereby employs, in accordance with its statutory authority set forth in Chapter 71 of the Massachusetts General Laws, Superintendent as Superintendent of Schools and Superintendent accepts the appointment under the terms and conditions of employment set forth herein.

2. **TERM:** The term and provisions of this Agreement shall be for the period of July 1, 2020 through and including June 30, 2024.

3. **SALARY:** The annual salary of the Superintendent shall be:

FY 21	\$185,905
FY 22	\$192,345
FY 23	Salary re-opener
FY 24	Salary re-opener

4. **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT:**

Section 1 The District will reimburse the Superintendent for an amount not to exceed \$1,000.⁰⁰ annually to cover the costs of dues for those organizations directly related to the Superintendent's position and agreed to by the Committee.

Section 2 The Superintendent completing graduate courses aimed at improving his Professional competency may submit, at the satisfactory completion of the course(s), evidence of tuition expenditures and will receive 100% reimbursement of the actual tuition cost including fees, up to a maximum of \$1,000 per year. A grade of B or better (or pass in a Pass/Fail Grading System) must be obtained for reimbursement. All courses must be at a graduate level, must be from an accredited institution, and must fulfill the criteria of improving the professional competence of the Superintendent with prior approval of the Committee.

5. **DUTIES:** The Superintendent shall serve as the Executive officer of the Committee and shall perform the functions of said office, as they are described in Chapter 71, Section 59, of the Massachusetts General Laws and as stated in the "Duties and Responsibilities of the Superintendent of Schools" adopted by the School Committee on July 24, 1973. The "Superintendent" shall devote his full time, skill, labor and attention to such office during the term, and any extension of this Agreement; provided, however, that the Superintendent may with knowledge of the Chairman undertake public speaking engagements, writing, lecturing, consultation work or other professional endeavors as he sees fit.

It is agreed and understood between the "Superintendent" and the "Committee" that the activities permitted in this section shall not derogate from his duties and responsibilities under the terms and conditions of this Agreement.

6. **CERTIFICATION:** The Superintendent shall furnish and maintain throughout the term, and any extension, of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth, as required by Chapter 71, Section 38G, of the Massachusetts General Laws.
7. **STATE RETIREMENT ASSOCIATION:** The Superintendent shall be a member of the Teachers' Retirement System as required by Chapter 32, Section 2, of the Massachusetts General Laws.
8. **TERMINATION OF SERVICES:** During the term, and any extension thereof, of this Agreement, the Superintendent shall be subject to discharge in accordance with the provisions of Chapter 71, Sections 41 and 42 of the Massachusetts General Laws.

The Superintendent may terminate this Agreement before the expressed termination date by giving written notice of his intention to do so to the Committee at least one hundred and twenty (120) calendar days prior to the effective date of his termination.

It is understood and agreed to that this Agreement and the Superintendent's employment can be terminated by the Committee by giving written notice one hundred eighty (180) days prior to the date of termination.

9. **VACATION:** The Superintendent shall receive twenty-five (25) days as annual vacation exclusive of legal holidays. The Superintendent may carry over up to ten (10) days of unused vacation to the following year. The Superintendent shall give notice to the Chairman of the Committee prior to the commencement of any vacation period.

The Committee also agrees to buy back up to five (5) days of unused vacation annually at the Superintendent's daily rate.

10. **PERSONAL DAYS:** The Superintendent shall be entitled to two (2) days of absence per year for personal reasons which require absence during school hours.

11. **SICK LEAVE:** Eighteen (18) days of annual sick leave shall become available to the Superintendent on the first day of each work year with unlimited accumulation. Upon request, up to ten (10) days of accumulated sick leave at the per diem rate will be paid to the Superintendent in each year of the contract.

When the scheduled total leave of the Superintendent has been fully used by prolonged absence due to disease or illness, at the written request of the Superintendent, the Committee may grant an extension of paid sick leave to the "Superintendent" for such periods as are determined by the Committee to be reasonable and in the best interest of the system.

12. **BEREAVEMENT LEAVE:** Upon the death of the Superintendent's spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, sibling, grandparent, grandchild, or member of the immediate household of the Superintendent, the Superintendent will be granted five (5) days leave with pay.
13. **INSURANCE:** The Superintendent shall be entitled to the same medical and life insurance benefits provided other professional personnel in the employ of the Committee. In addition to the minimum life insurance or disability plans available to other employees in the District, the Committee shall contribute up to Three Thousand Dollars (\$3,000.⁰⁰) toward the purchase of a life insurance and/or long-term disability income policies selected by the Superintendent.
14. **WORKERS' COMPENSATION:** In the event that the Superintendent sustains an industrial accident and is disabled as a result thereof and is paid compensation benefits in accordance with the terms and conditions of the Town of Abington worker's compensation insurance coverage, the Committee will, to the extent it is permitted by law, compensate him the difference between the worker's compensation benefits and his regular salary; provided, however, that in accordance with the provisions of Chapter 152, Section 69, of the Massachusetts General Law, such payment by the Committee is charged to accumulated sick leave or other compensation due and owing him, and whereby the amount when added to worker's compensation benefits, does not exceed his full salary or wages.
15. **INDEMNIFICATION INSURANCE:** The Committee shall provide the Superintendent with indemnification insurance equal to that which is provided to its members. (See Chapter 258, M.G.L.)
16. **ADMINISTRATION AND SUPERVISION:** The Superintendent shall administer and supervise the Abington Public School District as provided by applicable state laws and the policies and directives of the Committee as they are presently in effect and as they may be promulgated from time to time.
17. **RELATIONSHIP BETWEEN THE SCHOOL COMMITTEE AND THE SUPERINTENDENT:**

- a. Responsibility for the daily functioning of the schools shall be vested in the Superintendent who serves as the "Committee's" chief executive officer. The Committee is responsible for the interpretation of the community's educational needs and translation of these needs into policy. The challenge of implementing board policy is the responsibility of the Superintendent. The Committee shall respect the Superintendent's advice or recommendations; shall look to the Superintendent to initiate most recommendations for Committee action; and shall assign the Superintendent full responsibility for implementation of Committee decisions. In this regard, the Committee and the Superintendent agree that:
- (1) the Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with the laws of the Commonwealth and contractual obligations;
 - (2) give the Superintendent authority to decide on the allocation of work among his subordinates within School Committee Policy;
 - (3) give the Superintendent authority within the context of Committee policy to assess the performance and to recommend the relative reward pattern among other district administrators; and
 - (4) the Committee shall promptly refer all criticisms, complaints and suggestions called to the attention of the individual members to the Superintendent for his study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent and/or school employees.
18. **PERFORMANCE:** The Superintendent shall fulfill all the terms and conditions of this Agreement. Any exceptions thereto shall be by mutual agreement of the parties in writing.
19. **EVALUATION:** The Superintendent will be evaluated by the Committee on an annual basis using the Massachusetts Educator Evaluation Model Rubric for Superintendents
20. **REOPENING OF AGREEMENT:** Agreement may be reopened for discussion of its terms and conditions upon mutual written agreement by the Committee and the Superintendent at any time during the Agreement or by March 1, 2019 to negotiate a successor agreement.
21. **ENTIRE AGREEMENT:** This Agreement contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than set forth herein. No modification or addition to this Agreement shall be effective unless and until set forth in writing and specifically identified as a "Modification" or "Addendum" executed by


both parties.

22. **SEVERABILITY:** If any paragraph, or part thereof, of this Agreement shall be determined by appropriate forum to be invalid, then, in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.
23. **SCHOOL COMMITTEE PROTECTION:** The Superintendent and the Committee agree that the several individual members of the School Committee shall not be sued personally or held liable for any alleged violation of the specific terms and conditions of this Agreement relating to the payment of salary, vacation pay or other compensation for services rendered hereunder provided further that such member is not intentionally interfering with the said contract by such action.
24. **PAYROLL DEDUCTIONS:** The Committee agrees to allow the Superintendent to authorize payroll deductions for a savings plan with one financial institution selected by the Superintendent.


In order to provide for a nonforfeitable tax sheltered annuity payable upon retirement or termination of employment, the Superintendent may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for the purchase of such annuity as part of his employment compensation. Such contract shall specify the premium to be paid toward the annuity and benefits payable thereunder and shall be made under a payroll deduction

25. **TEMPORARY LEAVE OF ABSENCE:** The Superintendent shall have the time necessary without loss of pay to participate in any legal proceeding which he is legally obligated to attend by reasons of a summons or subpoena in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day of May 26, 2021,



Peter G. Schafer
5/26/21
Date



Wendy Happe
School Committee
5/27/2021
Date