

**Amesbury School Committee
Superintendent's Employment Contract**

This **AGREEMENT** is made this 22nd day of February, 2016 by and between [REDACTED] (hereinafter, the "Superintendent" or "[REDACTED]") of [REDACTED] Middlesex County, Massachusetts and the **Amesbury School Committee** (hereinafter, the "Committee") whose members act hereunder in their representative capacity only and without any personal liability to themselves.

WITNESSETH:

WHEREAS, the Committee is authorized pursuant to Mass. G.L. c. 71, Section 59 to appoint a superintendent of schools and under Section 41 to award a contract to said superintendent which may provide for compensation, fringe benefits and working conditions; and,

WHEREAS, the Committee desires to employ the services of [REDACTED] as its Superintendent; and

WHEREAS, it is the desire of the Committee to describe and define the job duties and job responsibilities of the Superintendent, fix his salary, and provide for benefits and working conditions and,

WHEREAS, [REDACTED] represents that he is qualified and capable of performing the duties and responsibilities of said position; and,

WHEREAS, said [REDACTED] desires to engage in full time employment as the Superintendent of the Amesbury Public Schools and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, [REDACTED] and the Committee agree as follows:

1. Employment

The Committee hereby employs [REDACTED] as Superintendent of the **Amesbury Public Schools** and [REDACTED] hereby accepts employment as Superintendent of the **Amesbury Public Schools**, subject to the terms and conditions hereinafter provided.

2. Term

- a) Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of his Agreement and the Superintendent's appointment hereunder, shall be for a 42-month period, commencing January 1, 2016 and shall terminate on June 30, 2019, unless sooner terminated in accordance with the provisions hereof. It is expressly acknowledged that Dr. Reese's Interim

Superintendent Contract dated August, 2015 terminates effective December 31, 2015 and as of January 1, 2016 this Agreement shall control for the period of January 1, 2016 through June 30, 2019.

- b) It is expressly understood by the Parties that this Agreement contains no rollover language.
- c) The Superintendent shall notify the Committee, in writing, on or before February 1, 2019 as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- d) The Committee, on or before March 1, 2019, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this Agreement shall terminate, as herein before provided, on June 30, 2019 and as of such date the Superintendent's employment shall terminate.
- e) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2019.
- f) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2019 (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

3. Compensation

- A. Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay:
 1. Effective January 1, 2016, an annual salary of One Hundred Sixty-one Thousand, Three-Hundred Eighty-five Dollars (\$161,385.00), pro-rated based upon that portion of the year actually worked. For purposes of this Agreement, the contract year shall be the period commencing July 1 and ending June 30.
 2. Effective July 1, 2016, the Superintendent's annual salary shall be increased by 1.5% to One Hundred Sixty Three Thousand Eight Hundred Six Dollars (\$163,806.00).

3. Effective July 1, 2017, the Superintendent's annual salary shall be increased by 1.5%. In addition, the Superintendent will be eligible for an additional 1% wage increase if the Superintendent's End-Of-Cycle Evaluation Report rates his overall performance as Proficient or above on all Standards, as determined in the sole discretion of the School Committee.
 4. Effective July 1, 2018, the Superintendent's annual salary shall be increased by 1.5%. In addition, the Superintendent will be eligible for an additional 1% wage increase if the Superintendent's End-Of-Cycle Evaluation Report rates his overall performance as Proficient or above on all Standards, as determined in the sole discretion of the School Committee.
- B. For purposes of determining the annual salary increases referenced at Sections 3(A) (3) and (4) above, the School Committee agrees that it will meet with the Superintendent as by June 30th, as set forth at Section 6 of this Agreement, for purposes of reviewing the Superintendent's performance and salary. In no event will the Superintendent's annual salary be reduced during the term of this Agreement.
 - C. The Superintendent's salary shall be paid in periodic installments in accordance with the policy of the Committee governing payment of other professional staff members, subject to such deductions for income taxes, retirement and other withholdings, as are authorized by the Parties or required by law.
 - D. The Superintendent's per diem rate shall be calculated at a rate of 1/260th of his then current salary, as set forth above.

4. **Duties and Responsibilities**

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

5. **Work Year and Hours of Work**

The Superintendent shall be employed on a full-time basis during a twelve-month work year, less vacations and holidays. The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of his position. Due to the unique

nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time beyond the normal work day and he agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, including meetings of City Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

6. Goals and Objectives/Performance Evaluation

The Committee and the Superintendent shall work cooperatively to create a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. The Committee retains the right to set and approve all goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract.

The Committee shall annually evaluate the performance of the Superintendent in writing using the Standards and Indicators of Effective Superintendent Leadership developed by the Massachusetts Department of Elementary and Secondary Education, and an evaluation instrument and process that satisfied the provisions of M.G.L. c. 71, s.38 and related state regulations, including but not limited to 603 CMR 35.01-35.11. The Committee and Superintendent shall meet on or before August 31 of each year of this Agreement to review the evaluation instrument and process and review the goals referenced above.

The Committee will publicly discuss and review the Superintendent's job performance with him once annually, beginning no later than June 30 each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written report prepared by a designated School Committee member, which is a public document and shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon his request, copies of individual Committee member's evaluations prior to the review of his evaluation at the Committee meeting. Written statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said report.

Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent's performance at any time during the term of this Agreement.

Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof.

7. **Outside Professional Activities**

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent.

8. **Certification/Licensure**

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate/license qualifying him to act as a Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and any other applicable provision of laws or regulations of the Commonwealth and the Massachusetts Department of Secondary and Elementary Education. The Superintendent agrees to advise the Committee immediately in the event that his license is revoked, suspended, or otherwise affected in any way.

9. **Medical Examination**

The Superintendent may be required to submit to a medical examination once each year during the life of this Agreement, the cost of which shall be borne by the Committee, and shall file or cause to be filed with the Committee an appropriate physician's certification of his ability to fulfill the duties of the position of Superintendent of Schools. This provision may be waived by the Committee in its sole and absolute discretion.

10. **Termination by the Superintendent Prior to Expiration**

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of one hundred fifty (150) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee, with electronic copies sent via email to the rest of the Committee members. The Superintendent may request, and the Committee may consider termination on less than one hundred fifty (150) days' notice, with the understanding that certain conditions will apply, including the loss of some benefits, including vacation buyout. The termination date shall correspond with the end of the academic year, except as otherwise agreed to by the Committee.

11. **Dismissal or Suspension**

The Superintendent shall be subject to dismissal and this Agreement subject to termination for good cause by a majority vote of the School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this

Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent of insubordination.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, fifteen (15) calendar days' notice of the time and place of a hearing thereon, and a hearing before the Committee, which hearing shall be open to the public if the Superintendent so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at his own expense.

The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the Committee's vote. This shall be the exclusive remedy available to the Parties. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. 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. c. 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. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. In a challenge to a discharge of the Superintendent, the arbitrator may award appropriate back pay or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal or compensatory damages other than back pay or benefits. The arbitrator shall not have the authority to award attorney's fees or interest.

12. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract, not to exceed an aggregate of Two Thousand Five Hundred Dollars (\$2,500.00) in any contract year. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences including, but not limited to, events, meetings, and conferences hosted, organized, or sponsored by the Massachusetts Association of School Superintendents, hereinafter referred to as the "Association," except that dues owed to the Association as a requirement of the Superintendent's membership shall be paid by the Committee. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

13. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (125) one hundred twenty-five days. However, all unused sick time

remaining as of the time of contract termination or separation from employment shall be forfeited and is not subject to buy back under any circumstances.

14. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently offered to other employees of the Committee, subject to the terms and conditions of said coverage and at the same rate as provided for said employees. The Committee, on behalf of the City, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Agreement. The Superintendent agrees to accept any such changes which are made by the City of Amesbury.

15. Vacations

The Superintendent shall be entitled to twenty-five (25) days of vacation during each contract year (defined as the period of July 1 – June 30) of this Agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. In the event a vacation request is denied by the Chair, the Superintendent may appeal to the full School Committee. The Superintendent shall be allowed to carryover up to five (5) days from any one (1) contract year to the next. The Superintendent may request to sell back up to five (5) unused vacation days, provided sufficient funds remain available in the school district's budget. Requests to redeem vacation days under this provision must be submitted by the Superintendent in writing to the School Committee for approval by April 30th. The maximum accumulation of vacation days at any one time shall be thirty (30) days. Any additional days will be forfeited. If the Superintendent resigns, retires, or is terminated prior to June 30, he will receive a pro-rata share of vacation based upon the number of months worked.

16. Bereavement Leave

In the event of death in his immediate family, the Superintendent will be allowed up to five (5) consecutive days leave with pay for bereavement. The five (5) consecutive days are calendar days, which may include Saturday and Sunday.

17. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of four (4) days per contract year for personal reasons. The Committee shall be notified of all personal leave days in advance. Personal days may be taken in half day increments. Unused personal time may not be accumulated from contract year to contract year, shall be forfeited at the conclusion of each contract year, and shall not be subject to buy back under any circumstances.

18. Holidays

The Superintendent shall be entitled to all legal holidays observed by the Committee.

19. **Religious Days**

Leave with pay shall be granted for the observance of Religious Holidays. Such leave shall not to be charged against personal or sick leave.

20. **Attendance at M.A.S.S. Events**

In the event that the Superintendent chooses to attend meetings, events, or conferences hosted, organized, or sponsored by the Association, such attendance shall be considered normal performance of duties and responsibilities under this contract and shall not require the use of any days provided to the Superintendent by Articles 10, 12-14 of this contract.

21. **Tax Sheltered Annuities**

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction.

22. **Contributory Retirement Plan**

The Superintendent shall be a member of the Teacher's Contributory Retirement System as required by Mass. G.L. Chapter 32, Section 2.

23. **Warranty of Credentials**

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position, and any material misrepresentations made therein shall constitute grounds for the immediate dismissal of the Superintendent and the termination of this Agreement.

24. **State Ethics Laws**

The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of his job duties and responsibilities.

25. **CORI and Fingerprint Background Check**

The Superintendent shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint background check, which in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement shall become null and void with no further obligations or recourse to the Parties.

26. Indemnification

- A. The Committee shall at all times indemnify and hold harmless 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, or for assistance in any other proceeding, including but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Service Commission or other body for any day or part thereof during which such assistance is rendered at his/her then effective per diem rate of pay or \$500.00, whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.
- C. This indemnification provision, Article 23, Sections A, B, and C shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

27. Salary Deductions

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Superintendent and agreed upon by the parties or required by law.

28. Pro-Rating

All compensation and benefits herein shall be pro-rated for less than a full contract year's service. For purposes of this Agreement, the term "Contract Year" shall be defined as the period commencing July 1 and ending June 30.

29. 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. This may not be changed except by agreement of all parties in writing.

30. Invalidity

If any paragraph, part of or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

31. Law Governing

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

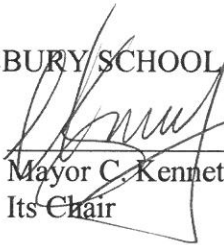
32. Counterparts

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.


IN WITNESS THEREOF, the undersigned have executed this the contract the day and year aforesaid.

AMESBURY SCHOOL COMMITTEE

By:



Mayor C. Kenneth Gray
Its Chair




Gary S. [Redacted], F.L.D.

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