

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE ANDOVER SCHOOL COMMITTEE
AND**

July 1, 2023 – June 30, 2029

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Andover School Committee (hereinafter referred to as "the Committee") and (hereinafter referred to as "the Superintendent" or ' . This Agreement will be effective as of July 1, 2023 and as of July 1, 2023 shall supersede all prior agreements between the parties. For mutual consideration expressed herein, the parties agree as follows:

1. **EMPLOYMENT:** The Committee hereby agrees to continue to employ as the Superintendent of Schools for Andover Public Schools (hereinafter referred to as the "Superintendent"), and / accepts such continued employment on the terms and conditions contained in this Agreement.

2. **DURATION:** shall be employed as the Superintendent of the Andover Public Schools for the period commencing July 1, 2023 through June 30, 2029, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. The Committee will inform the Superintendent on or before November 1, 2028 whether it wishes to extend or renew this Agreement beyond June 30, 2029. If the Committee does not notify the Superintendent of its intent to renew this Agreement or if the parties do not enter into a successor agreement, the Superintendent's employment with the Andover Public Schools will end on June 30, 2029.

4. **COMPENSATION:**

4.1 **Contract Year Salary:** The Superintendent will be paid in accordance with the following schedule:

<u>Contract Period</u>	<u>Salary</u>
July 1, 2023-June 30, 2024	\$228,000
July 1, 2024-June 30, 2025	\$234,000
July 1, 2025-June 30, 2026	\$240,000
July 1, 2026-June 30, 2027	To be determined
July 1, 2027-June 30, 2028	To be determined
July 1, 2028-June 30, 2029	To be determined

The Committee shall determine the Superintendent's Salary for the 2026-2027, 2027-2028 and 2028-2029 Contract Years no later than sixty (60) days past June 30th of the prior Contract Year. The Superintendent's Salary in each of the following Contract Years: 2026-2027, 2027-2028 and 2028-2029 shall not be less than her Salary in the prior Contract Year.

Modifications to compensation will be reviewed and considered annually by the Committee on the basis of an annual performance review of the Superintendent in accordance with Section 8. The Superintendent may be eligible during the term of this Agreement for a bonus, the

awarding of any such bonus(es), the criteria and the amount to be in the Committee's sole discretion. Such eligibility shall be conditioned on the Superintendent being employed for the entire Contract Year in question, unless otherwise mutually agreed to in writing by the Parties. The Superintendent also may be eligible for an annual merit increase, the awarding of any such increase(s), the criteria, and the amount to be in the Committee's sole discretion. Any adjustment in the Superintendent's Salary made during the life of this Agreement shall be in the form of a written amendment signed by the Committee and the Superintendent, and such amendment shall become part of this Agreement, but it shall not be deemed that the Committee and Superintendent have entered into a new Agreement or that the termination date of this Agreement has been extended.

4.2 Annuity: The Committee shall make a payment to an insurance company of the Superintendent's choice for an annuity contract subject to and consistent with Massachusetts General Laws Chapter 71, section 37B and section 403(b) of the Internal Revenue code in accordance with the following schedule:

<u>Contract Year</u>	<u>Payment Date</u>	<u>Payment Amount</u>
July 1, 2024- June 30, 2025	On or about June 2025	\$2,000.
July 1, 2025- June 30, 2026	On or about June 2026	\$5,000.
July 1, 2026- June 30, 2027	On or about June 2027	\$7,500.
July 1, 2027- June 30, 2028	On or about June 2028	\$7,500.
July 1, 2028- June 30, 2029	On or about June 2029	\$10,000.

The annuity payment shall be prorated if the Superintendent works less than the full Contract Year.

5. WORK YEAR AND BENEFITS:

5.1 Work Year: The work year for the Superintendent is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Superintendent shall devote their full time, skill, labor and attention during regular business hours to the discharge of their duties as Superintendent of Andover Public Schools.

5.2 Vacation Leave:

A. Accrual

The Superintendent shall receive twenty-five (25) vacation days per Contract Year. The Superintendent may take vacation days at any time during the term of this Agreement, with the permission of the Committee, but normally vacation days will be taken whenever possible during school vacation periods. If the Superintendent's employment terminates before June 30th of a contract year, she is entitled to a pro rata payment for such unused, accrued days, calculated by applying the ratio of months actually served during the contract year to twelve.

B. Carry Over

With the consent of the Committee, the Superintendent may carry over a maximum of ten (10) vacation days from one Contract Year to the next Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty-five (35).

- 5.3 Sick Leave: The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 5.3. The Superintendent will accrue eighteen (18) sick leave days per Contract Year. All of the Superintendent's accrued unused sick leave as of June 30, 2023 from her prior employment contract with the Committee shall carry over as of July 1, 2023. The Superintendent may use accrued sick leave to cover absences for personal illness or injury. The Superintendent may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of one hundred and eighty (180) days. There is no buyout of accrued unused sick leave upon separation from employment.
- 5.4 Bereavement Leave: The Superintendent shall be entitled to five (5) bereavement days with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's spouse, child, parent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild or other person residing in the Superintendent's household. The Committee may grant the Superintendent up to one (1) bereavement day with pay to attend the funeral/memorial service for the Superintendent's aunt, uncle, brother-in-law, or sister-in-law.
- 5.5 Health Insurance Benefits: The Superintendent may elect to obtain group health insurance, generally available to employees and their dependents in the Andover Public Schools, on the same terms and conditions as such insurance is generally available to other non-unionized employees, subject to changes in such insurance as may be put into effect from time to time.
- 5.6 Equipment: The District shall provide a laptop computer, a cell phone and other equipment as deemed necessary for the Superintendent to work off-site as well as at the District office. This equipment remains property of the Andover Public Schools and is to be returned upon separation of employment.

6. REIMBURSEMENT FOR EXPENSES AND PROFESSIONAL ORGANIZATIONS:

- 6.1 Automobile Allowance: The Committee shall pay the Superintendent a monthly allowance of five hundred dollars (\$500.00) for all expenses and costs regarding use of a vehicle in her capacity as Superintendent. The Superintendent agrees that this payment is in lieu of the Committee providing a District-owned and registered vehicle and that they shall use their personal vehicle for the conduct of usual daily functions as Superintendent. This payment shall not apply to the travel-related expenses covered by the provisions of Section 6.2.
- 6.2 Reimbursement for Attendance at Professional Meetings: The Superintendent shall submit receipts for reasonable and necessary expenses incurred in attending professional meetings up to a maximum of three thousand five hundred dollars (\$3,500) per contract year. No reimbursements shall be made in excess of the \$3,500 limit without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.
- 6.3 Professional Organizations: In addition to and separate from the reimbursement in Section 6.2 above, the Committee shall pay the cost of the Superintendent's annual membership dues in AASA and MASS, along with the subscriptions of such organizations and

subscriptions to such education magazine and newspapers as Education Week, Kappan, etc., in order to maintain the Superintendent's skills.

7. **DUTIES:** The Superintendent shall have charge of the administration of the Andover Public Schools consistent with law and Committee policies and directives. . . . shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Andover Public Schools consistent with law and Committee policy. . . . shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. . . . shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. . . . shall construct school committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Andover School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to their own employment and/or this Agreement are under consideration. . . . shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committees, as they may be promulgated or modified from time to time.
8. **PERFORMANCE EVALUATION:** The Committee shall devote at least a portion of one meeting to the evaluation of the Superintendent's performance each Contract Year and working relationship with the Committee. This performance evaluation shall be in accordance with applicable state law and regulations and will include performance criteria and/or goals developed by the Committee with input from the Superintendent. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that their evaluations will be conducted in an open session meeting of the Committee pursuant to Massachusetts General Laws chapter 30A, section 21 (a)(1).
9. **LICENSE:** The Superintendent hereby represents to the Committee that she is currently licensed or has satisfied the requirements to obtain a license to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying her to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of her license being revoked, rescinded, suspended, or lapsed.
10. **PROFESSIONAL ACTIVITIES:** The Superintendent shall devote their full time, attention, and energy to the business of the Andover Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through their participation, as they might decide in light of their responsibilities as Superintendent, in:

A. the operations, programs, conferences, and other activities conducted or

sponsored by local, state, and national school administrator and/or school committee associations;

B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and

C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 6 of this Agreement, no other funds will be made available for any of the professional activities listed in this Section 10.

11. **NEW SUPERINTENDENT INDUCTION PROGRAM:** The Superintendent shall continue to be enrolled in the Department of Elementary and Secondary Education and Massachusetts Association of School Superintendents' "New Superintendent Induction Program" (NSIP) for the 2023-2024 Contract Year. The Superintendent is expected to fully participate in the coaching/mentoring opportunities provided under the NSIP program for the duration of the 2023-2024 contract period. The School Committee agrees to pay for the annual fees associated with membership in this program. (The fee is approximately \$4,500.)

12. **INDEMNIFICATION:**

12.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of her employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

12.2 The Superintendent shall, within five (5) calendar days of the time they are served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

12.3 This Section 12 shall survive the termination of this Agreement.

13. **TERMINATION OF EMPLOYMENT AGREEMENT:**

13.1 **By the Committee with Cause:** During the term of this Agreement, the Committee may suspend the Superintendent from their position and/or may terminate their employment and this Agreement for insubordination, incompetency, neglect of duty, or other good cause. "Good cause" herein shall be defined as any ground put forth by the Committee that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for good cause, the Committee shall provide the Superintendent with written notice of the reason, reasons,

charge or charges against them, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within seven (7) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have legal counsel present to represent them. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive, salary payments and benefits payable after the effective date of termination.

13.2 For Disability: Subject to the provisions of the Americans with Disabilities Act, if the Superintendent is absent from work on account of a disability for more than one hundred twenty (120) calendar days, the Committee shall have the option of terminating the Superintendent's employment and this Agreement for incapacity. If the Committee exercises its option to terminate the Superintendent's employment and this Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

13.3 Early Termination by the Superintendent.

The Superintendent may terminate this Agreement and the Superintendent's employment early by providing written notice to the Committee of the early termination at least one hundred twenty (120) calendar days prior to the termination date. The Committee may waive all or part of the one hundred twenty (120) calendar days' notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use accrued vacation days prior to separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to their final day of employment.

13.4 Accrued Unused Vacation Days: The Committee shall pay the Superintendent for all accrued unused vacation days remaining as of the date of separation from employment at the Superintendent's then per diem rate. For the purposes of determining the per diem rate under this Agreement, the Superintendent's Annual Salary shall be divided by 261 days.

14. NOTICES: All notices required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the residence of the Chairperson of the Committee.

15. 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 those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set

forth in writing and signed by the parties.

16. **SEVERABILITY:** If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.
17. **GOVERNING LAW:** This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.
18. **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 will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this 24th day of January, 2023.

For the Andover School Committee: