

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE BEVERLY SCHOOL COMMITTEE

AND

March 27, 2019

This Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the Beverly 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, 2019 and shall supersede all prior agreements between the Beverly Public Schools and . For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ as Superintendent of the Beverly Public Schools, and accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: The Superintendent shall be employed as the Superintendent of the Beverly Public Schools for three (3) years, from July 1, 2019 through June 30, 2022, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2021, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2022. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2022. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire, and the Superintendent's employment will end on June 30, 2022.

3. COMPENSATION: Salary: The Superintendent will be paid in accordance with the following schedule:

| <u>Contract Year</u>       | <u>Base Salary</u> |
|----------------------------|--------------------|
| July 1, 2019-June 30, 2020 | \$183,000.00       |
| July 1, 2020-June 30, 2021 | \$186,000.00       |
| July 1, 2021-June 30, 2022 | \$189,000.00       |

The Superintendent's Base Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent.

The Superintendent's Base Salary shall be earned ratably in each of the Contract Years (July 1, 2019-June 30, 2020; July 1, 2020-June 30, 2021; and July 1, 2021-June 30, 2022) and shall be prorated for work of less than a full Contract Year. The Superintendent's base salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Beverly Public Schools.

4. WORK YEAR AND LEAVE BENEFITS:

4.1 Work Year: The work year for the Superintendent is twelve months commencing July 1<sup>st</sup> of each Contract Year and ending the following June 30<sup>th</sup>. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Superintendent for the Beverly Public Schools.

4.2 Vacation Leave:

A. The Superintendent shall be entitled to twenty-five (25) days of vacation per Contract Year. Up to ten (10) vacation days earned and unused in one Contract Year may be carried over to the next succeeding Contract Year. Vacation days carried over and not used by the Superintendent in the succeeding Contract Year shall be lost, without compensation to the Superintendent. If the Superintendent separates from employment after July 1 and before June 30, her vacation will be pro-rated at the rate of 2.0833 days per month worked to the date of departure.

B. Per Diem Rate. For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Base Salary shall be divided by 261 days.

4.3 Sick Leave: The Superintendent shall be entitled to sick leave benefits of fifteen (15) days per Contract Year. Unused sick leave days from one Contract Year will carry over to the following Contract Year up to a maximum of 150 days. Subject to the 150 sick leave day maximum, the Superintendent may carry over all unused sick leave days that she has as the Assistant Superintendent at the end of the work day on June 30, 2019. Accrued unused sick leave shall not be paid out and shall be forfeited upon separation from employment.

4.4 Holidays:

The Superintendent shall be entitled to the following holidays each Contract Year: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday (half day when included in the school calendar), Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and half day on December 24<sup>th</sup>.

4.5 Personal Leave: The Committee may grant the Superintendent up to two (2) personal leave days with pay per Contract Year to transact important legal or personal business which cannot be conducted outside of the Superintendent's work day or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year. There is no compensation for unused personal leave.

#### 4.6 Bereavement Leave:

- A. The Superintendent shall be granted up to five (5) days leave with pay on account of death in the Superintendent's immediate family. Immediate family is defined as spouse, child, parent, sibling or member of the household in which the Superintendent is living.
- B. An absence of up to three (3) days shall be granted for the purpose of attending the funeral of the Superintendent's grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, or first cousin.

4.7 Jury Duty: In the event that the Superintendent is called for Jury Duty, she shall be permitted to be absent from work with full pay, and the Superintendent shall provide the Committee with all remuneration she receives for jury duty service.

5. REIMBURSEMENT FOR EXPENSES AND ALLOCATION FOR PROFESSIONAL DEVELOPMENT: The Superintendent will be reimbursed for documented travel expenses incurred in the performance of her duties under this Contract not to exceed ten thousand dollars (\$10,000.00) per Contract Year without the approval of the Committee. Such expenses may include the following:

- A. In District Travel: The Committee shall reimburse the Superintendent \$75.00 per month for expenses and travel within the School District excluding commuting costs to and from the Superintendent's residence; and
- B. Out of District Travel: Documented out of district travel expenses by personal automobile shall be reimbursed to the Superintendent at the rate set by the City of Beverly.

The following expenses will be allocated as professional development for the Superintendent:

Membership in the following organizations: Massachusetts Association of School Superintendents, New England Association of School Superintendents, American Association of School Administrators, North Shore Superintendent's Roundtable, Phi Delta Kappa (subscription), Education Week (subscription), American School Board Journal subscription) and two other professional organizations of the Superintendent's choosing.

The Superintendent shall be entitled to attend one (1) national education conference during the first Contract Year (July 1, 2019 – June 30, 2020) and two (2) national education conferences in the second and third Contract Years (July 1, 2020- June 30, 2021 and July 1, 2021- June 30, 2022) of this Agreement. The reasonable expenses incurred by the Superintendent in connection with said attendance shall be reimbursed by the District.

The Committee shall pay the cost for the Superintendent's participation in the MASS New

Superintendent Induction Program (NSIP) for the first and second Contract Years (July 1, 2019-June 30, 2020 and July 1, 2020-June 30, 2021); such cost shall not be subject to the \$10,000 limit in the first paragraph of this Section 5.

6. INSURANCE:

- A. The Superintendent may elect to obtain life insurance and group health insurance generally available to employees and their dependents in the Beverly Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized professional employees in the Beverly Public Schools, and the Superintendent recognizes that the Beverly School Committee and the City of Beverly may change such terms and conditions and such insurance from time to time. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure (“HIRD”) form.
- B. The Superintendent shall be covered by a School Department Errors and Omissions policy as such policy may be changed from time to time by the Committee.

7. DUTIES: The Superintendent shall have charge of the administration of the Beverly Public Schools consistent with law and Committee policies and directives. She shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Beverly Public Schools consistent with law and Committee policy. She shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. She 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. She shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Beverly School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to her own employment and/or this AGREEMENT are under consideration. She 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 Committee, 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 before June 30<sup>th</sup> of each Contract Year to an evaluation of the Superintendent’s performance and working relationship with the Committee. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws and DESE regulations, standards and indicators regarding evaluation of superintendents.

9. LICENSE: The Superintendent hereby represents to the Committee that she is currently licensed 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 twenty-four (24) hours of her license being revoked, rescinded, suspended, or lapsed.

10. PROFESSIONAL ACTIVITIES: The Superintendent shall devote her full-time, attention, and energy to the business of the Beverly Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through her participation, as she might decide in light of her 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.

The Superintendent may accept speaking, writing, teaching, lecturing or other engagements of a professional nature as she sees fit, provided they do not interfere with or derogate from her duties. In any case, when such activities may interfere with or derogate from her duties as Superintendent, she must obtain the advance approval of the School Committee.

11. INDEMNIFICATION:

11.1 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.

11.2 The Superintendent shall, within four (4) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

11.3 This Section 11 shall survive the termination of this AGREEMENT.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 By the Committee with Good Cause:

During the term of this AGREEMENT, the Committee may suspend the Superintendent from her position as superintendent and/or may terminate her employment and this Employment AGREEMENT for incompetency, neglect of duty, conduct unbecoming a superintendent, or other good cause. "Good cause" herein shall be defined as any ground put forth by the Committee in good faith 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 her, 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 ten (10) 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 her legal counsel present to advise her. 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. The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

12.2 For Disability:

Subject to applicable law, if the Superintendent is absent from work on account of a disability for more than one hundred eighty (180) calendar days, the Committee shall have the option of terminating her employment and this Employment AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this Employment AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

12.3 By the Superintendent:

The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty (120) calendar days advance 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 her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

13. 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 home address of the Chairperson of the Committee.

14. ENTIRE AGREEMENT: This AGREEMENT contains the whole agreement between the Committee and the Superintendent and effective July 1, 2019, supersedes all prior agreements between the Beverly Public Schools and . 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.

15. 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.

16. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

17. 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 27<sup>th</sup> day of March 2019

ON BEHALF OF THE BEVERLY SCHOOL COMMITTEE  
BY:

President  
Beverly School Committee