

Superintendent Contract

August 2021

This contract is made this August 17, 2021 by and between the _____ School Committee hereinafter referred to as the "Committee" and _____ hereinafter referred to as the "Superintendent".

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract ("Agreement" or "Contract") is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, this contract supersedes all previous contracts and agreements and, as such, all previous contract and agreements are rendered null and void upon execution of the instant contract;

WHEREAS, The Superintendent is certified as such in the Commonwealth of Massachusetts,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. EMPLOYMENT:

The "Committee" hereby agrees to employ the "Superintendent" as Superintendent of the schools of the District for a period to commence as of August 17, 2021 and to end on August 17, 2027. The term of this Agreement and appointment shall expire on August 17, 2027. If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated expiration date that it does not intend to renew this agreement, this appointment and Agreement shall be renewed for a one-year period.

II. RESPONSIBILITIES/DUTIES:

Administration of Schools

The administration of school policy and establishment of a budget are accomplished by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the "Superintendent", pursuant to M.G.L. c. 71, §59 and related provisions. The parties hereto agree that:

- A. The "Superintendent" shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the "School District" consistent with State Law and contract obligations. Consistent with state law or regulations these duties may be delegated to other Administrators and Principals.
- B. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the

school budget, and the direction of employees of the "School District" shall be through the "Superintendent" and the School Business Manager. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by his staff under his direction. Regular duties include supervision and oversight of any and all federal grant programs.

- C. The "Superintendent" and/or his designee(s) shall have the right to attend all regular and special meetings of the School Committee and all committee or subcommittee meetings, subject to School Committee approval, thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the "School District". The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
- D. The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" carrying out statutory responsibilities.
- E. The "Superintendent" is assured that Committee rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

III. EVALUATION

- A. The "Committee" shall annually evaluate the performance of the "Superintendent" in writing in accordance with the School Committee's current evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured and in accordance with applicable Massachusetts laws and regulations. Such final master evaluation shall be a public record and shall be incorporated by reference in this document. All supporting documents, including any individual evaluations and feedback shall not be considered a public record to the extent permitted by law, and may include:
 - 1. The feedback of each member regarding each aspect of the evaluation. In the event the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.
 - a. A consensus of the individual evaluations prepared by committee members shall be compiled and summarized by the Committee Chair or an appropriate executive or administrative assistant, presented and discussed at a public meeting, signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.
 - b. The Superintendent shall be provided copies of individual Committee member's evaluations and shall meet individually with each Committee member submitting an evaluation to discuss its contents.
 - 2. The parties shall have the right to mutually waive formal performance assessment in any year of this Agreement.
 - 3. The performance assessment shall be used for the following purposes:

- (1) to strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and individual members of the Committee the responsibilities the Committee relies on Superintendent to fulfill;
 - (2) to discuss and establish reasonable expectations and goals for the ensuing year, including the impact of Statewide Performance Standards.
 - (3) if the Superintendent receives an overall rating of needs improvement or better, to establish the basis for incremental merit adjustments in the annual salary rate for Superintendent set by Article IV.
4. In addition, the Superintendent shall meet with the Committee after compilation of the composite referred to above, at least once each year, for the purpose of discussing performance as well as the working relationship between the "Committee" and the "Superintendent".

IV. REGULAR COMPENSATION:

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et. sec. and 807 CMR 6.01 et. sec., the Superintendent's regular compensation shall include, in consideration for services provided:

A. **SALARY:**

The Committee shall provide the following salary as part of the Superintendent's compensation for all services rendered:

1. **Current Salary**

The Committee shall pay the Superintendent an annual salary of \$230,608.27 for the 2021-2022 effective July 1, 2021. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for certified employees.

2. **Beyond FY22**

Additional annual increases shall be provided, in consideration for services rendered in a "proficient" or better manner if so reflected in the Superintendent's overall performance evaluation. Additional annual increases may be provided, in consideration for services rendered in a "needs improvement" or better manner if so reflected in the Superintendent's overall performance evaluation. Any performance-based salary increases shall be incorporated into the Superintendent's base salary on July 1 and shall remain part of his regular compensation in each subsequent year of this Employment Contract.

3. **No Reduction**

The Superintendent's salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto.

4. **Payment Schedule and Deductions**

The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation,

termination, or death shall be paid to the Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

5. **Deferred Compensation**

All principal, interest and dividends accruing in the previously funded Tax Sheltered Annuity ("TSA") shall be the property of the Superintendent. To the extent allowed by law the Superintendent may add his own contribution to the compensation but there shall be no further contributions paid by the Committee. The Superintendent acknowledges that no representations as to the taxability or non-taxability related to the TSA have been or are being made by the School District or its representatives.

B. INSURANCE, AND OTHER REGULAR COMPENSATION FOR SERVICES

1. **Medical/Related Insurances**

At the Superintendent's option, the medical plan(s) provided by the Town of _____ shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the District, including, but not limited to, health insurance premium payments on and during his retirement.

2. **Disability/Related Insurances**

The School Committee agrees to reimburse the Superintendent for the costs of purchasing the supplemental disability and life insurance plan either that is offered by the Town monthly and/or by payment to him of a lump sum (with appropriate tax, FICA and retirement withholdings) not to exceed a total sum of \$2,000. The Superintendent shall be credited with the paid days as needed to satisfy any reasonable waiting period for collection of benefits under any such disability policy and such days shall not be deducted from the Superintendent's sick leave for purposes of computing sick leave.

3. **Sick Leave/Personal Leave**

The Superintendent shall be credited with 15 sick days annually commencing on the first day of each fiscal year. Such other number shall be added as necessary and for the limited purpose of meeting waiting period requirements of the Superintendent's disability policy. Unused sick leave may be accumulated without limit. In addition, the Superintendent will be entitled to three (3) personal days each fiscal year. Any unused personal days will accumulate as sick days. Unused accumulated sick leave is not eligible for "buy-back" under this contract. The Superintendent was entitled to carryover the sum of 30 sick days from his position as Assistant Superintendent in _____.

4. **Vacation**

The "Superintendent" shall be entitled to thirty (30) paid vacation days annually. As of July 1, 2019 and on each July 1 thereafter, the Superintendent shall be credited with the total annual allotment of vacation days "upfront" and may use same at his discretion. Maximum carryover of vacation days from year to year are limited to 10 days (including from previous contract). Vacation days hereunder shall be in addition to any holidays identified on the school calendar.

V. EXPENSES RELATED TO EMPLOYMENT

A. Reimbursements and Payments for Work Related Travel

The Superintendent shall be reimbursed at the rate of the approved by the Town of _____ upon submission of appropriate documentation.

B. Professional Conferences, Dues and Expenses

The Committee shall reimburse the Superintendent for attendance, including travel, food, lodging and registration expenses of professional conferences in any school year upon submission of written voucher for the same and annual approval, up to two conferences per year and a total of \$2,000.

The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:

- (a) Massachusetts Association of School Superintendents and Roundtable;
- (b) A. A. S. A.;
- (c) A.S.C.D.; and Other Relevant Professional Organizations approved by the School Committee.

The Committee and the Superintendent recognize that fulfillment of Committee policies and the complexity of the position of Superintendent requires regular and continuous professional development.

VII. DISCHARGE:

Good Cause:

Where good cause exists, the "Committee" may discharge the "Superintendent" upon a two-thirds vote, thereby terminating this contract prior to the expiration date stated above, provided the "Superintendent" has been informed of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the "Committee" prior to official action being taken.

Hearing Procedures:

Said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.

VIII. RESIGNATION:

There shall be no penalty for release or resignation by the "Superintendent" from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon one hundred twenty (120) days notification from the Superintendent unless the "Committee" fixes a lesser period of time at which the resignation or release is to take effect.

IX. ARBITRATION:

A. Scope of Controversy

Any and all controversies or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof, excluding claims based on state or federal anti-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration 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 and standards of M.G.L. c. 150C or if G.L. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes. This articles does not apply to any decision by the Committee to not reappoint the Superintendent or to not renew the terms of this Agreement.

B. Arbitrator's Authority

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within six months of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

X. 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 Defense 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, unless the Superintendent and the School Committee are opposing parties to the matter.
- B. To the extent permitted under MGL c. 258 and unless the Superintendent and the School Committee are opposing parties to the matter, the Superintendent may retain, at the expense of the Committee and upon prior notice to 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 XI, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.
- D. The provisions of this Article shall not apply to disputes between the Superintendent and the District or Town of _____ regarding the terms and conditions of his employment, any of the terms and provisions of this Agreement, or any disciplinary or termination proceeding brought pursuant to this Agreement.

XI. 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. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

XII. INVALIDITY:

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all **parties**. IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

School Committee Chairman _____ Date _____

School Committee Vice Chairman _____ Date _____

Superintendent _____ Date _____