

CARVER PUBLIC SCHOOLS

EMPLOYMENT CONTRACT SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT is made by and between the Carver School Committee, hereinafter referred to as the "Committee," and [REDACTED] hereinafter referred to as the "Superintendent." This agreement replaces and supersedes any existing employment contract between the parties, including any amendments thereto.

In consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1.0 EMPLOYMENT

1.1 The Committee hereby employs [REDACTED] as Superintendent of Schools for the public schools of the Town of Carver, Massachusetts, and he hereby accepts employment on the terms and conditions hereinafter set forth.

1.2 The Superintendent shall be employed under the terms of this Agreement, commencing on July 1, 2018 and continuing until June 30, 2023. Unless the Committee otherwise notifies the Superintendent by January 15, 2023 or by January 15 of any succeeding year, the Superintendent's term of employment will extend one additional year.

2.0 CONDITIONS of AGREEMENT

2.1 This Agreement may be terminated at any time by mutual agreement of the parties.

2.2 In the event the Superintendent desires to terminate this contract before the term of service shall have expired, he shall give at least one hundred and twenty (120) days written notice prior to his departure date. The Superintendent and the Committee may agree to an earlier mutually convenient date.

2.3 The Committee may discipline or dismiss the Superintendent after hearing for good cause at any time during the term of this Agreement. However, the Superintendent shall have the right to seek review of such discipline or dismissal within thirty days after receiving notice of his discipline or dismissal by filing a demand for arbitration with the American Arbitration Association. "Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing

immediately above, and arbitral review shall be limited to the question of whether such grounds have been put forth in good faith.

2.4. In the event of disability by illness or incapacity that cannot be accommodated reasonably, the Committee may terminate this Agreement by written notice to the Superintendent at any time after the Superintendent (a) has exhausted any accumulated sick leave and such other leave as may be available, and (b) has been absent from his employment due to such disability for 180 days within any 12 month period or 90 consecutive days. If a question arises concerning the capacity of the Superintendent to return to his duties, the Committee may request that the Superintendent submit to a medical evaluation conducted by a doctor of its choosing and paid by the Committee to determine the Superintendent's ability to perform the essential functions of the position with or without reasonable accommodations. The Superintendent's failure to cooperate in such an examination shall be "good cause" for dismissal.

3.0 COMPENSATION AND BENEFITS

3.1 The Superintendent shall be paid an annual salary at the rate of \$156,868 (One hundred, fifty six thousand, eight hundred and sixty eight dollars) for the period of July 1, 2018- June 30, 2020, \$158,437 (One hundred, fifty eight thousand, four hundred and thirty-seven dollars) for the period of July 1, 2020- June 30, 2022, and \$160,021 (one hundred, sixty thousand, and twenty one dollars) for the period of July 1, 2022- June 30, 2023.

3.2 Nothing in Paragraph 3.1 shall prohibit the Committee from providing the Superintendent with an annual merit increase in addition to his annual salary. Such merit increase, if given, shall be at the sole discretion of the Committee and based upon exemplary performance.

3.3 The Superintendent shall be entitled to all insurance benefits and all other fringe benefits currently available to teachers and other administrators. The Committee and the Superintendent may agree to alter components of these benefits or to add benefits not currently available to other professional personnel.

4.0 DUTIES and RESPONSIBILITIES

4.1 The Superintendent is engaged by the Committee and shall faithfully perform the duties as are derived from all applicable federal, state, local laws and by-laws and from the job description, policies, and regulations of the Massachusetts Board of Education and the Committee. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature so long as they do not derogate from his duties as Superintendent.

5.0 WORK YEAR

5.1 The work year shall be on a twelve (12) month basis and the Superintendent shall devote whatever time including evenings and/or weekends as may be required to perform the duties of Superintendent of Schools.

6.0 LICENSES

6.1 The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate license for the position of Superintendent of Schools in the Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G, unless exempt by Massachusetts General Laws.

7.0 ADMINISTRATION and SUPERVISION of SCHOOL DISTRICT

7.1 The Superintendent shall function as the chief executive officer of the school district and shall have complete freedom, subject to law and any legally binding contracts and policies of the School Committee, to organize, reorganize and arrange the administrative and supervisory staff in such way as in the Superintendent's best judgment best serves the School District. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, which shall be vested in the Superintendent and his staff.

7.2 The Committee, individually and collectively, shall promptly refer criticisms, complaints and suggestions brought to its attention to the Superintendent for study and recommendation.

8.0 REIMBURSEMENT for EXPENSES

8.1 The Committee shall reimburse the Superintendent for out-of-state travel expenses and other expenses relative to attendance at appropriate local state and national meetings and conferences, and attendance at courses, seminars or other activities, which in their opinion would serve to enhance his performance and skills. Payment shall be made at such time as determined by the Committee. The Superintendent shall receive reimbursement for in-state travel at an annual rate of \$2,000 (two thousand dollars), payable in two equal installments in December and April of each contract year.

8.2 The Committee shall reimburse the Superintendent for dues relative to his membership in: (a) Massachusetts Association of School Superintendents; (b) American Association of School Administrators; and (c) Association of Supervision and Curriculum Development and other memberships as pertain to his work as Superintendent.

8.3 The Committee shall reimburse the Superintendent for up to two (2) graduate level courses per fiscal year to be approved by the School Committee Chair not to exceed \$1,050 (one thousand, fifty dollars) per course.

9.0 STATE RETIREMENT SYSTEM

9.1 The Superintendent shall be a member of the Teachers' Retirement Association as required by the General Laws of the Massachusetts, General Laws, Chapter 32, Section 2.

10.0 ANNUAL VACATION

10.1 The Superintendent shall receive twenty-five (25) working days as annual vacation exclusive of legal holidays and awarded on July 1 of each fiscal year. Days not used during the contract year may accumulate to ten (10) days, as of the beginning at any fiscal year, prior to that year's accumulation beginning to accrue.

10.2 Upon termination of employment, retirement, or death; all unused vacation leave (subject to maximum of ten (10) days carry over permitted by Article 13.1) will be paid to the Superintendent or his estate based on [1/225] of the Superintendent's salary as of the last year of employment.

10.3 The Superintendent will generally be entitled to the same holidays as those provided to central office staff.

11.0 LEAVES AND HOLIDAYS

11.1 Sick Leave. The Superintendent shall be entitled to fifteen (15) days of sick leave during each year of this contract. If the Superintendent has been an employee of the district without a break in service, the Superintendent shall carryover any unused sick leave as long as it does not exceed one hundred eighty (180) days. Sick leave shall be accumulated up to a maximum of one hundred eighty (180) days. In addition to personal illness or injury, paid sick leave may be utilized for the following purposes:

11.1. (A). One (1) day when emergency illness or injury in the family requires the Superintendent to make arrangements for necessary medical and nursing care.

11.1. (B). A maximum of ten (10) paid days per school year for a serious illness in the immediate family, which shall include the Superintendent's spouse, child, son/daughter-in-law, parent, father/mother-in-law, sibling, or

arbitrator. Each party shall pay for their own legal representation or other costs incurred in presenting their case.

13.2 In any dispute arising out of the termination of employment of the Superintendent for "good cause", the arbitrator is bound to apply the definition of the words "good cause" provided for in this Agreement. The arbitrator may enter an appropriate award which may include damages due under the contract, costs and attorney's fees not to exceed 10% of the remaining salary called for in this contract at the time of the Superintendent's dismissal if the termination was not effected in good faith, but in no case may such award order require the reinstatement of the Superintendent.

13.3 An award issued by an arbitrator pursuant to this section shall be final and binding and subject to the provisions of G. L. Chapter 150C.

14.0 ENTIRE AGREEMENT

14.1 This contract embodies the whole agreement between the Committee and the Superintendent and supersedes all prior agreements between the parties. There are no other inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

15.0 WAIVER

15.1 The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties unless said waiver is in writing and signed by both parties.

16.0 INVALIDITY

16.1 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.

17.0 CONSTRUCTION OF AGREEMENT

17.1 This Agreement shall be executed in triplicate, each of which shall constitute an original and shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.

18.0 PROTECTION CLAUSE

18.1 The Superintendent shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws, Chapter 258 for any and all demands, claims, suits, actions and legal proceedings, including legal expenses that may be incurred in defending against such actions, brought against the Superintendent for actions taken within the scope of employment. This obligation shall continue in full force and effect after the Superintendent leaves her position for any reason.

18.2 If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the Superintendent, then the Committee will be under no obligation to indemnify the Superintendent pursuant to Section 18.3 of this Agreement beyond that required by Chapter 258.

19.0 PERSONAL INJURY BENEFITS

19.1 Whenever the Superintendent is absent from work as a result of personal injury compensable under Workers' Compensation (Chapter 152, Section 69 of the General Laws of the Commonwealth of Massachusetts), the Committee will make up the difference between the Superintendent's Workers' Compensation benefits and his regular salary, provided that the Superintendent has accumulated sick leave against which said difference may be pro-rated and charged.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this 15th day of May, 2018.

For the CARVER SCHOOL COMMITTEE by:

Assented to by:

Chairperson of the Committee

Superintendent