

## EMPLOYMENT AGREEMENT

### CLINTON SCHOOL DISTRICT

AND

This AGREEMENT, by and between the Clinton School District (the "School District") acting by and through the Clinton School Committee (the "School Committee") and [REDACTED] or the "Superintendent"), witnesses that:

WHEREAS, the School Committee desires to employ [REDACTED] as Superintendent of Schools of the Clinton School District; and

WHEREAS, [REDACTED] desires to serve as Superintendent of Schools;

NOW THEREFORE, the School Committee and [REDACTED] agree as follows:

1. **Employment.** The School Committee hereby employs [REDACTED] as Superintendent of Schools and Dr. Meyer hereby accepts such employment under the following terms and conditions.
2. **Term.**
  - A. *Term.* The term of this Agreement will be July 1, 2020 through June 30, 2026, unless further extended or terminated as provided in this Agreement.
  - B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School District to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 17 of this Agreement.
3. **Compensation.** For services rendered by the Superintendent pursuant to this Agreement in the first year (July 1, 2020 through June 30, 2021) of this Agreement, the School District will pay a bi-weekly salary of \$6144.23, which if annualized would equal \$159,750 annually, less all lawful withholdings and deductions.

Each subsequent year the superintendent shall receive a 2% increase in salary or the increase that the Clinton Teachers Association receives, whichever is lower.

Each subsequent year, the School Committee, at their discretion, may award up to an additional 3% increase in salary based on the successful completion of goals. For this additional amount to be awarded it must be voted on in open session by the School Committee.

4. **Duties.**

- A. The Superintendent will serve as Chief Executive Officer and Chief Educator of the Clinton School District. He shall manage the affairs of the school system in accordance with M.G.L. Chapter 71, Section 59. He will represent the School District before appropriate public and private organizations and will perform duties consistent with his office. The Superintendent will also perform such other duties and responsibilities as may from time to time be assigned to him by the School Committee.
  - B. The Superintendent will devote his full time and best efforts to his duties as Superintendent and will perform such duties in a professional and competent manner.
  - C. The School Committee shall discuss with the Superintendent any written complaint about the Superintendent that is brought to the attention of the School Committee in order to facilitate the orderly operation and administration of the School District.
5. **Performance Evaluation.** The School Committee shall evaluate the job performance of the Superintendent annually by June 15 using the DESE approved evaluation tool. A composite summary of individual School Committee member evaluations shall be developed by the Committee chair and discussed by the School Committee as part of the job performance evaluation to be completed by June 15 of each year.
6. **Location of Superintendent's Office.** The Superintendent of Schools' office shall be located at 150 School St., unless otherwise approved by the school committee.
7. **Status.** The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.
8. **Health Insurance.** The Superintendent shall be eligible for coverage under the Town of Clinton's Health Insurance Plan at the rate offered to other non-bargaining unit employees of the District at the time of enrollment.
9. **Life Insurance.** The Superintendent is eligible for coverage under the District's Group Life Insurance policy at the same premium costs as other non-bargaining unit employees.
10. **Vacation Leave.** The Superintendent shall be granted twenty-five (25) vacation days per contract year. The School Committee views vacation time as justly earned time for hard work done and strongly encourages the Superintendent to utilize his vacation time.
- A. The Superintendent shall be allowed to accrue up to a maximum of forty (40) vacation days during the Term of this Agreement.
  - B. At the expiration or termination of this Agreement or any extension of this Agreement, the Superintendent shall be compensated at his regular rate of pay for any accrued, unused vacation time.

- C. The Superintendent shall use his vacation time while school is not in session, unless otherwise authorized by the Chair of the School Committee. The Superintendent will coordinate his use of vacation leave with the Chair of the School Committee.
- D. The Superintendent will appoint a designee when out of district on business or vacation.
11. **Personal Leave.** The Superintendent will be entitled to three (3) personal leave days per contract year. The Superintendent will coordinate his use of such personal leave with the Chair of the School Committee. Personal leave shall not accrue from year-to-year.
12. **Bereavement Leave.** The Superintendent will be entitled to five (5) days of bereavement leave in the event of the death of an immediate family member. Immediate family members shall include the Superintendent's spouse, parents, children, siblings, grandparents, aunts, uncles, and spouse's parents.
13. **Sick Leave.** On the first day of each contract year, the Superintendent shall be awarded eighteen (18) sick leave days. Sick Leave is accrued and carried over each contract year.
14. **Business Expenses.** The School District upon School Committee approval will reimburse the Superintendent for all reasonable and necessary business expenses incurred by the Superintendent as a function of his office, upon submission by the Superintendent of documentation of such expenses. It is understood that such functions may include attendance at public events, the entertainment of dignitaries, or other expenses incurred as Chief Executive Officer of the School District.
15. **Professional Development.**
- A. The Superintendent is encouraged to continue his professional development through his attendance at seminars, conferences and workshops.
- B. The Superintendent is expected to maintain his affiliation with professional educational organizations, particularly the Massachusetts Association of School Superintendents (MASS). The School Committee will reimburse the Superintendent for the dues associated with such memberships, and participation in conferences upon submission by him of documentation of such expenses.
- C. The Superintendent will be allowed up to \$1500 per year for appropriate course-work and seminars related to his duties as superintendent.
16. **Licensure.** The Superintendent will furnish and maintain throughout the term of this Agreement and any extension thereof a valid and appropriate license qualifying him to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts law.
17. **Termination of Agreement.** The School District may terminate the employment of the Superintendent at any time during the Term of this Agreement for just cause after written notice and hearing. Written notice shall be given twenty (20) days prior to a hearing, and shall include the reasons for the proposed action. The hearing shall be conducted before

the School Committee or a hearing officer designated by the School Committee, who shall be an attorney. The Superintendent shall have the right to counsel, the right to present and cross-examine witness, and the right to present evidence at such hearing.

- A. Upon termination of this Agreement for any reason, [REDACTED] will be paid the full amount of salary and other benefits or compensation earned through the date of termination.
- B. The Superintendent may resign his position upon ninety (90) days written notice to the School Committee. Said notice shall be sent by certified mail, return receipt requested, to the residence of the Chairperson of the School Committee.
- C. This Agreement and the Superintendent's employment may be terminated at any time by mutual agreement of both parties.
- D. Termination of the Superintendent's employment shall terminate this Agreement. This provision shall survive the termination of this Agreement.

**18. Consultation with Counsel; No Representation.** The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

**19. Completeness.** This Agreement constitutes the entire agreement between the School District and the Superintendent and supersedes any and all other agreements, written or oral, between the parties.

This Agreement may only be changed by written amendment executed by the School Committee and the Superintendent.

**20. Severability.** If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated.

**21. Interpretation.** This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts. All disputes arising under or out of this Agreement will be brought to arbitration.

A. Scope of Controversy

Any controversy or claim relating to any term or condition of this agreement or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is

filed. 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.

B. Arbitrator's Authority

The parties agree to submit to subpoenas issued by the arbitrator. The Arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

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 just cause, but in no case shall such award order or require the reinstatement of the Superintendent to his/her position.

22. INDEMNIFICATION

- A. The School Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of and in accordance with the terms of MGL c. 258, Section 9. 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 in any day or part thereof during which such assistance is rendered at his/her last effective per diem rate of pay.
- B. If the School Committee has not provided legal counsel to the Superintendent, the School Committee shall reimburse the Superintendent for any reasonable attorneys' fees and costs incurred by the Superintendent in connection with claims or suits involving the Superintendent in his professional capacity, provided he acted in good faith. Counsel for the School Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent and his counsel shall fully and completely cooperate with the School Committee Counsel in the defense of such action provided the parties' interests are not adverse.
- C. This indemnification provision Section 22, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

IN WITNESS WHEREOF, the parties hereto sign and seal this Agreement and a duplicate thereof, this 19 day of October, 2020.

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APPROVED AS TO LEGAL FORM:

[Redacted signature line]

Labor Counsel