

**SUPERINTENDENT OF SCHOOLS
CONTRACT FOR EMPLOYMENT**

THIS AGREEMENT is made and entered into on this 16th day of April, 2019, by and between the **COHASSET SCHOOL COMMITTEE** (hereinafter, the "Committee"), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and _____ (hereinafter, the "Superintendent" or

WITNESSETH:

WHEREAS, the Committee is authorized, pursuant to Mass. G.L. c. 71, Section 59 to appoint a Superintendent of Schools and under Section 41 to award a contract of employment to said Superintendent which may provide for compensation, fringe benefits and working conditions; and

WHEREAS, the Committee desires to employ the services of _____ as its Superintendent; and

WHEREAS, it is the desire of the Committee to describe and define the job duties and job responsibilities of the Superintendent, fix his salary, and provide for benefits and working conditions; and,

WHEREAS, _____ represents that he is qualified and capable of performing the duties and responsibilities of said position; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Committee and _____ agree as follows:

SECTION 1: EMPLOYMENT

The Committee hereby agrees to employ _____ as Superintendent of Schools and the Superintendent hereby accepts employment for the period set forth herein, subject to the terms and conditions hereinafter provided.

SECTION 2: TERM OF EMPLOYMENT/APPOINTMENT

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement and the Superintendent's appointment hereunder shall be for the period commencing on July 1, 2019 and terminating on June 30, 2022, unless sooner terminated or extended in accordance with the provisions hereof.

It is expressly understood by the Parties that this Agreement contains no rollover language, nor any notification requirement should the School Committee determine not to renew it or to otherwise negotiate any new contract with the Superintendent.

SECTION 3: COMPENSATION

- A. Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay:
1. Effective July 1, 2019, an annual salary of One Hundred Seventy Two Thousand, Eight Hundred Forty One Dollars (\$172,841.00).
 2. Effective July 1, 2020, an annual salary of One Hundred Seventy Seven Thousand, One Hundred Sixty Two Dollars (\$177,162.00).
 3. Effective July 1, 2021, an annual salary of One Hundred Eighty Two Thousand, Four Hundred Seventy Six Dollars (\$182,476.00).
- B. For purposes of this Contract, the "contract year" shall be the period commencing July 1 and ending June 30.
- C. The Superintendent's salary shall be payable in periodic installments on the same basis as other professional personnel in the Cohasset School District, subject to such deductions for income taxes, teachers' retirement and other deductions, as are authorized by the parties or required by law.
- D. The Superintendent's per diem rate shall be calculated at a rate of 1/260th of his then current salary, as set forth above.

SECTION 4: JOB DUTIES AND JOB RESPONSIBILITIES

The Superintendent of the Cohasset Public Schools is the Chief Executive Officer for the Cohasset Public Schools. The Superintendent is the educational leader of the Cohasset Public Schools and is expected to perform all of those duties and responsibilities associated with the administration of the Cohasset Public Schools, as those duties and responsibilities are established, defined, or otherwise provided for under applicable state and federal statutes and regulations, including but not limited to the provisions of Massachusetts General Laws, Chapters 70-76, as may be amended from time to time hereafter. The Superintendent is also expected to comply with and act in accordance with those policies established by the School Committee pursuant to Massachusetts General Laws, Chapter 71, section 37, unless such policy encroaches on the statutory duties of the Superintendent. The Superintendent shall perform faithfully, to the best of his ability, the duties of Superintendent of Schools as herein described and contemplated.

The Superintendent will perform these responsibilities and duties, as contemplated herein, and will expend the time and energy necessary to effectively perform these responsibilities and duties and to achieve the goals and purposes of the Cohasset Public Schools.

SECTION 5: WORK YEAR AND AUTHORIZED LEAVES

A. Work Year

The Superintendent shall be employed on a full-time basis during a twelve-month work year.

B. Work Day/Hours

The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time other than or beyond the normal work day, including weekends, and he agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

C. Holidays

The Superintendent shall be entitled to all official school calendar holidays.

D. Vacation

1. The Superintendent shall receive twenty-five (25) working days of annual paid vacation exclusive of legal holidays, per full contract year.
2. A maximum of ten (10) vacation days granted for any contract year may be carried over into the next contract year and used by June 30th, such that in any given year there shall not be a total of more than thirty-five (35) vacation days available for use. Additionally, he may redeem up to five (5) unused vacation leave on an annual basis at his per diem rate. Any unused days remaining as of June 30 of any year in excess of the ten (10) days that may be carried over and the five (5) days that may be redeemed per the specific provisions of section, shall be surrendered and shall have no cash redemption value. Written notice of intent to carryover or redeem days pursuant to the provisions of this section must be provided to the Chair of the Committee on or before June 15 of each fiscal year.
3. Notwithstanding the provisions set forth at subparagraph 2 above, any unused vacation time remaining as of June 30, 2022 shall be surrendered and shall have no cash redemption value. In the event that this Agreement is terminated by either party prior to the conclusion of a contract year, vacation days shall be pro-rated based upon that part of the year actually worked through the termination date.

E. Sick Leave

1. The Superintendent shall be granted paid sick days in accordance with the schedule set forth herein for use during periods of his own sickness or illness, except as specifically provided otherwise herein.
2. The Superintendent shall be entitled to eighteen (18) sick days per each full contract year. Sick days may also be used in the event of a serious illness of the Superintendent's child, spouse, parent or other relative residing in the same household.
3. During the term of this Agreement unused sick days may accumulate from year to year up to a maximum of 180 days. Accrued but unused sick days shall have no cash redemption value at any time under this Agreement, including but not limited to the date of expiration of this Agreement and/or the termination of this Agreement by either party.

F. Personal Days

The Superintendent shall be granted up to three (3) paid days of leave per full contract year for personal business that cannot be conducted outside of normal working hours, provided that he provides reasonable advance notice to the Chair of the Committee. If circumstances prevent advance notice, the Superintendent will provide notice as soon as practicable thereafter. These days shall not accumulate from year to year and shall have no cash redemption value if unused. In the event that this Agreement is terminated prior to the conclusion of a contract year, personal days shall be pro-rated based upon that part of the year actually worked.

G. Bereavement Leave

The Superintendent shall receive up to five (5) days of leave per full contract year following the death of a spouse, child, child-in-law, parent, parent-in-law, sibling, grandparent or grandchild. At the discretion of the Committee, additional days beyond the above-referenced five (5) days may be granted. Any such additional days granted shall be deducted from accumulated sick leave.

SECTION 6: GROUP INSURANCE

To the extent otherwise eligible, the Superintendent is entitled to all insurance benefits (medical, hospital, and life) at the same premium contribution rates as are currently provided by the Town of Cohasset to its employees. The Committee, on behalf of the Town, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Agreement and the Superintendent's employment. The Superintendent agrees to accept any such changes which are made by the Town of Cohasset.

SECTION 7: CONTRIBUTORY RETIREMENT PLAN

To the extent permitted by governing laws and regulations, including but not limited to Massachusetts General Laws Chapter 32, the Superintendent shall be eligible to become a member of the Massachusetts Teachers' Retirement System.

SECTION 8: REIMBURSEMENTS

A. Mileage Reimbursement

The Committee agrees to reimburse the Superintendent at the IRS rate for business related mileage and incidental travel expenses up to an annual amount of Two Thousand Dollars (\$2000.00) each contract year.

B. Professional Expenses

The Committee may reimburse the Superintendent for pre-approved expenses which are not identified elsewhere in this contract, reasonably incurred in the performance of his duties under this Agreement. The Committee will require appropriate verification and/or documentation of such expenses prior to approving any such reimbursement.

C. Professional Growth And Development

1. Performance Goal(s) Stipend

In addition to the annual salary stated in Section 3, the Committee agrees to pay the Superintendent a bonus of \$1000.00 in each contract year, for meeting a performance related goal to be developed each year by the Committee.

2. Professional Memberships

With prior approval, the Committee will reimburse the Superintendent for the costs of dues and expenses associated with membership in the following professional associations:

MASS, MASS-CUE, ASCD, SOUTH SHORE LIGHTHOUSE SUPERINTENDENTS, AASA. With prior approval, the Committee will also reimburse the Superintendent for costs of attending professional conferences and meetings, including reasonable travel, food, lodging and registration expenses. The Committee may require appropriate verification and/or documentation of such expenses prior to approving any such reimbursement.

All out of state travel by the Superintendent, and any expenses related thereto, must be approved in advance by Committee.

3. Superintendent Induction Program

The M.A.S.S. New Superintendents Induction program, which is a (3) year program is a resource that the School Committee believes will be a benefit to the District and the Committee agrees to pay for the cost of the Superintendent's participation in this program during the three years of this Contract.

SECTION 9: TECHNOLOGY

The Committee shall provide the Superintendent with a lap top computer of his choice; selection and purchase of this laptop will be coordinated with the District's IT department. Such lap top is considered property of the District and is provided to the Superintendent for District purposes. Its use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, such computer shall be returned to the Committee. In addition, the Committee shall provide the Superintendent \$500.00 toward the purchase of a cell phone of his choice with a monthly stipend in the amount of \$50.00 per month for said cell phone service for the term of this Agreement. The purchase price will include any warranty, insurance or protection plan. Any repairs or replacement required during the term of this contract will be at the expense of the Superintendent and at the end of this contract, the cellphone will remain in the possession of . Use of this device in conduct of District business, shall be subject to the District's policies applicable to such equipment.

SECTION 10: CONSULTATIVE WORK

The Superintendent's exclusive employer shall be the Cohasset School Committee and he shall not engage in any business activity during the term of this Agreement which interferes in any way with his ability to perform his functions as Superintendent. The Superintendent may undertake and engage in consultative work, as well as speaking engagements, writing and lecturing, or other engagements of a professional nature, including the acceptance of honoraria, paid or unpaid, on behalf of outside individuals and/or concerns provided that they do not derogate from his performance of his duties and job responsibilities as Superintendent of Schools. The Superintendent is expected to keep the Committee fully apprised in advance of his planned activities in this regard on a monthly basis through communication with the Chair of the Committee.

All consultative work shall be performed by the Superintendent on vacation or personal time granted under this Agreement.

SECTION 11: PERFORMANCE EVALUATION

A. The Committee shall annually evaluate the performance of the Superintendent in writing using the Standards and Indicators of Effective Superintendent Leadership developed by the Massachusetts Department of Elementary and Secondary Education, and an evaluation instrument and process that satisfies the provisions of M.G.L. c. 71, §38 and related state regulations, including but not limited to 603 CMR 35.01-35.11. The Committee and Superintendent shall meet on or before August 31 of each year of this Agreement to review the evaluation instrument and process. Prior to the beginning of

each school year, the Committee and the Superintendent shall meet to establish performance goals and objectives for the coming school year.

- B. A copy of the annual evaluation will be included in the Superintendent's personnel file. The Superintendent may file a written response and attach the same to the evaluation in his file.
- C. Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent's performance at any time during the term of this Contract.
- D. Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof, provided, however, that no disciplinary action may be taken against the Superintendent for reasons that were not disclosed to him in a timely manner such that he could undertake a corrective course of action over a reasonable period of time.

SECTION 12: TERMINATION OF CONTRACT BY THE SUPERINTENDENT

This Agreement may be terminated by the Superintendent provided he gives written notice to the Committee not less than one hundred eighty (180) calendar days before the effective date of such anticipated termination and provided that no resignation shall be effective until the close of the school year, unless the Committee fixes an earlier date upon which such resignation is to take effect.

SECTION 13: TERMINATION OF CONTRACT BY COMMITTEE

The Superintendent shall be subject to dismissal and this Agreement subject to termination for good cause. For purposes of this Agreement, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to Section 12 of this agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

The decision to discharge the Superintendent and to terminate this Agreement shall be made by the School Committee by a majority vote of the full School Committee. Upon such a vote, the obligations of the Committee under this Contract shall cease, excluding only the obligation to participate in the process or review established in this Section 14. The Superintendent shall have the right to service of a written notice of intent to dismiss, including an explanation of the grounds for such action in sufficient detail to permit him to respond, and all documents on which the Committee intends to rely relating to the grounds for the proposed dismissal, and shall be entitled to notice of the hearing where such vote will be taken and the opportunity to respond to the notice of intent to dismiss, present evidence and witnesses. The Superintendent may be represented by an attorney or other representative, at his own expense, at any such hearing

The Superintendent may appeal any dismissal action by the School Committee to final and binding arbitration through the American Arbitration Association by filing a demand for arbitration with the AAA within thirty (30) calendar days of the School Committee's vote. The

arbitration process described herein shall be the Superintendent's exclusive remedy for any dismissal action. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal damages or compensatory damages other than back pay or benefits.

SECTION 14: CERTIFICATION

The Superintendent shall provide proof at the beginning of the term of this Agreement that he possesses a valid and appropriate certificate from the Commonwealth of Massachusetts qualifying him to serve as a Superintendent of Schools in Massachusetts, as required by Mass. G.L. c. 71, Section 38G. The Superintendent shall maintain such certification throughout the term of this Agreement, and agrees to advise the Committee immediately in the event that his certificate is revoked, suspended, or otherwise affected in any way.

SECTION 15: WARRANTY OF CREDENTIALS

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Agreement and the Superintendent's employment.

SECTION 16: STATE ETHICS LAWS

The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with the requirements of such laws during the term of this Agreement and in connection with the performance of his job duties and responsibilities. Without limitation, on or before July 01, 2019, the Superintendent shall produce a receipt from the Massachusetts State Ethics Commission reflecting his successful completion of all online training requirements.

SECTION 17: CORI AND FINGERPRINT BACKGROUND CHECK

The Superintendent shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint background check which, in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement may be terminated in accordance with the provisions of Section 14 above.

SECTION 18: INDEMNIFICATION

The Committee agrees to indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Massachusetts General Laws Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or the Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of this Agreement.

SECTION 19: SALARY DEDUCTIONS

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Superintendent and agreed upon by the parties or required by law.

SECTION 20: PERFORMANCE

The Superintendent shall fulfill all aspects of this Contract.

SECTION 21: ENTIRE AGREEMENT

This Agreement embodies the entire 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. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

SECTION 22: INVALIDITY

If any paragraph, part of or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

SECTION 23: LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

SECTION 24: 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 shall be deemed one and the same instrument.

IN WITNESS THEREOF, the Parties have hereunto signed and sealed this Agreement and a duplicate thereof on this 16th day of April, 2019.

COHASSET SCHOOL COMMITTEE

SUPERINTENDENT

By:

It's Chair
Duly Authorized
