

**Dracut School Committee
Superintendent's Employment Contract**

Amendment to the Agreement made the 12th day of June, 2023 between Mr. Steven Stone, hereinafter referred to as the "Superintendent," and the Dracut School Committee, hereinafter referred to as the "Committee".

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

1. Employment

The Committee hereby employs Mr. Steven Stone as Superintendent of the Dracut Public Schools and Mr. Steven Stone hereby accepts employment as Superintendent of the Dracut Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

a) This agreement shall commence July 1, 2022 and shall terminate June 30, 2028.

b) The Superintendent shall notify the Committee, in writing, on or before April 1, 2027, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.

c) The Committee, on or before April 1, 2027 shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2028, and as of such date the Superintendent's employment shall terminate. Failure of the Committee to give such notice shall cause the provisions of this contract to be extended for one (1) year.

d) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by July 1, 2027.

e) Anything contained herein to the contrary notwithstanding, except for failure of the Committee to give notice as referred to in Article 2, Section c, this contract will automatically terminate on June 30, 2028, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

3. Compensation

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:

For the period of July 1 2022 to June 30, 2023: \$203,219, retroactive. For the years FY24-FY27, the Superintendent shall be provided a 4% annual salary increase. The Superintendent and the Committee agree to undertake a salary review for FY28 for the purpose of considering regional adjustments to the Superintendent's salary. Any adjustment shall not be less than any COLA provided to the Dracut Teachers Association (DTA).

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members and shall not be reduced at any time during the life of this contract.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of the Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct consistent with the duties of the Superintendent.

5. Goals and Objectives

The Superintendent shall submit, consistent with the Massachusetts Department of Elementary and Secondary Education's rules and regulations, a set of goals and objectives, including measurable outcomes and dependencies, to be approved by the School Committee. These shall be utilized by the Committee as a part of the Superintendent's evaluation.

Goals and objectives shall be provided consistent with the Massachusetts Department of Elementary and Secondary Education's rules and regulations and be based on system wide analysis, student performance, personnel reviews, and financial management and district priorities.

The Superintendent and Committee shall identify and agree upon an evaluation tool consistent with the Massachusetts Department of Elementary and Secondary Education's rules and regulations. The evaluation of the Superintendent shall occur annually.

6. Outside Professional Activities

The Superintendent, with prior approval from the School Committee Chair, may undertake consultative work, for his personal remuneration, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent. Such approval shall be given reasonably and in good faith.

7. Certificate

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. Dismissal or Suspension

The Committee may suspend the Superintendent or terminate this contract for good cause by a four/fifths (4/5) vote prior to its expiration date provided the Superintendent has been informed of the charge and cause for his proposed suspension or discharge and has been given the opportunity for a hearing before the Committee prior to official action being taken. Consistent with state law, "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. Said hearing shall be convened in Executive Session. 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 a fourteen (14) day 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.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

Any controversy 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 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 pursuant to the provisions of M.G.L. c. 150C or if c. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to the 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 good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

9. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation, attendance at appropriate state and two national conferences and/or meetings per year and reasonable costs for meals and lodging, including dues for the Massachusetts Association of School Superintendents (M.A.S.S.); National Superintendents Roundtable (NSR); and A.A.S.A., The Superintendent's Association. The Superintendent shall submit receipts for all such expenses.

The Committee agrees to provide a \$6,000 annual transportation allowance to the Superintendent.

The Committee shall provide the Superintendent an appropriate Smartphone or reimbursement for a personally owned phone.

10. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during each contract year. Unused sick leave may be accumulated without limit. There shall be no "sick leave buyback", except as provided below.

Shall this contract be terminated on or after July 1, 2022,, the Superintendent shall be entitled to be paid for thirty-five percent (35%) of unused sick time, up to a maximum of forty-five (45) days, at the then effective per diem rate.

11. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided to other employees of the district subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

12. Vacations

The Superintendent shall be entitled to twenty-five (25) vacation days during each contract year of this agreement. The Superintendent will notify the Chairman of the Committee, or designee, of intended plans for vacation time. Up to five (5) days of unused vacation leave may be carried over from year to year, excluding vacation days that are redeemed for financial reimbursement. A maximum of ten (10) days of unused vacation days may be redeemed at the end of the fiscal year at the then effective per diem rate of pay.

Should this contract be terminated on or after July 1, 2022, the Superintendent shall be entitled to be paid, in the first pay period of the month following termination of this contract, for all unused vacation on a prorated basis for the remainder of the then current contract year at the then effective per diem rate.

13. Bereavement Leave

The Superintendent will be allowed up to three (3) consecutive days at any one time if the absence is caused by the death of a spouse, child, parent, brother, sister, grandparent, grandchild, parent-in-law, or person living in the immediate household. One (1) day shall be allowed for the death of a daughter-in-law, son-in-law, brother-in-law, sister-in-law, uncle, aunt, spouse's grandparents, spouse's aunt, spouse's uncle, spouse's niece, or spouse' nephew, for the purpose of attending the funeral.

14. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (3) three days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

15. Holidays

The Superintendent shall be entitled to the following holidays, with pay: Day before New Year's, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, day before Thanksgiving (1/2 Day), Thanksgiving Day, day after Thanksgiving, day before Christmas, Christmas Day

16. Retirement Fund Contribution

During each contract year under this Agreement, effective July 1 2023, the Committee shall contribute a payment of Ten Thousand Dollars (\$10,000) for the Superintendent's benefit to a tax-deferred investment consistent with MGL Chapter 71 Section 37B and/or Section 403(b) or 457 of the Internal Revenue Code.

17. Longevity

Beginning in FY22 (Superintendent's 10th year as Superintendent and 15th year of service to the district), the Superintendent will be provided an annual longevity payment of \$1,000.

18. Long-Term Disability

The Committee shall provide to the Superintendent up to \$2,000 annually for a long-term disability policy selected by the Superintendent. Should it be impractical to secure a policy, the allocation may be applied to the existing 403B contribution. Should a policy be secured, 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 buy-back.

19. State Retirement Association

The Superintendent shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

20. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

21. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (120) one hundred-twenty days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider termination on less than (120) one hundred twenty-days notice.

22. 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.

B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with 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.

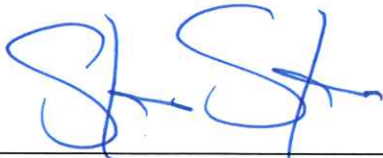
C. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

23. Entire Amended Agreement

This amended contract, originally signed the 16th day of July, 2012, 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. This may not be changed except by agreement of all parties in writing.

IN WITNESS THEREOF, the undersigned have executed this contract the day and year aforesaid.

DRACUT SCHOOL COMMITTEE



Mr. Steven Stone, Superintendent



Joseph Wilkie, Chair