

EMPLOYMENT
AGREEMENT

This AGREEMENT is made as of the third day of October, 2019, by and between the Easton School Committee, hereinafter referred to as "the Committee" and [REDACTED] hereinafter referred to as "the Superintendent" and supersedes any and all prior employment agreements between the parties.

WITNESSETH:

In consideration of the promises and covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. Employment:** The Committee hereby continues the employment of [REDACTED] as Superintendent of the Easton Public Schools ("District") (first effective as of July 1, 2017), and [REDACTED] accepts such employment under the terms and conditions set forth herein.
- II. Term:** The term of this Agreement shall be for the period of July 1, 2019, through June 30, 2023, and shall terminate on that date absent a specific written agreement to extend it. If the Committee does not notify the Superintendent in writing at least twelve (12) months prior to the stated expiration date that it does not intend to renew this agreement, it shall be renewed for a one year period. This clause does not limit the provisions in Article V and the application of those provisions.
- III. Certificate:** The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying her to act as the Superintendent for the Easton Public Schools as required by M.G.L. c.71, §38G. Any material misrepresentation on the Superintendent's application for employment or her resume shall constitute good cause for the termination of her employment pursuant to this Agreement.
- IV. Salary:** The Committee shall pay the Superintendent an annual salary of one hundred eighty-six thousand two hundred forty-five dollars (\$186,245) for the period July 1, 2019 to June 30, 2020 (which includes the adjustment provided in Article VIII, Section D). The Superintendent's annual salary shall be increased by 2% on July 1, 2020 and by 2% on July 1, 2021. Further, on July 1, 2022 a retention incentive pay of \$2,000 will be added to her annual base salary, such enhanced base salary to then increase by 2%. In the event of an extension beyond June 30, 2023, prior to the new fiscal year, the Committee will enter into negotiations with the Superintendent as to the salary for the new fiscal year. In no event will there be a reduction in salary.
- V. Termination:**
- A. The parties may terminate this Agreement at any time by mutual agreement.
- B. Termination/Suspension by the Committee – Following written notice and an

opportunity to meet with the Committee, the Committee may dismiss the Superintendent upon a 3/5 vote of the entire Committee at any time prior to the expiration date of the Agreement for good cause. "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. The Superintendent shall not be dismissed unless she has been furnished with a written notice of intent to dismiss with an explanation of the grounds for the dismissal and documents related to such grounds, and, if she so requests, has been given a reasonable opportunity within thirty days after receiving such notice to review the decision with the School Committee to present information pertaining to the basis for the decision and to the Superintendent's status. At such meeting the Superintendent may be represented by an attorney (at her own expense). Any meeting under this section shall be held in accordance with the requirements of Chapter 30A, Section 21 of the Massachusetts General Laws. Upon discharge, any and all financial and other obligations by either party under this contract shall cease, with the exception of the indemnification provisions set forth in Article IX, Section F.

C. Termination by the Superintendent – there shall be no penalty for release or resignation by the Superintendent during the term of this contract, provided that (1) the Superintendent has given at least 120 days' notice to the Committee and (2) resignation does not become effective until the close of a school year.

VI. Duties: The administration of school policy and establishment of a budget are accomplished by the Committee pursuant to M.G.L. c. 71 sec. 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 sec. 59 and related provisions. The parties hereto agree that:

- A. The Superintendent shall perform in good faith and in full time, the duties and obligations of the Superintendent as provided in the job description, and other duties from time to time assigned to her by the Committee, and she shall use her best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and she shall comply with all applicable laws and regulations. The Superintendent is expected to conduct herself on and off the job in a manner consistent with her status, both as a role model for students and staff, and as the ranking representative of the school system to the townspeople.
- B. The Superintendent shall function as the chief executive officer of the school district and shall administer curriculum and instruction, select textbooks, and decide or oversee 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, with the exception of the appointment of the Director of Special Services, Assistant Superintendent of Schools, and the Business Manager. In the case of the Director of Special Services, appointment shall be made by the Superintendent with the approval of the School Committee. In the case of both the Assistant Superintendent of Schools and the Business Manager, appointment shall be made by the School Committee upon the recommendation of the Superintendent.

- C. The administration of policy, the operation and management of the schools, including utilization of regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by her staff under her direction. Regular duties include supervision and oversight of any and all federal grant programs.
- D. The Superintendent and/or her designees shall have the responsibility to attend all regular and special meetings of the Committee and, at the Committee's request, subcommittee meetings thereof, and shall serve as advisor to the Committee and said subcommittees, make recommendations on all matters affecting the School District and publicly support the Committee's role in decision-making on all matters within its jurisdiction.
- E. Committee members, individually and collectively, shall refer criticisms, complaints and suggestions brought to their attention to the Superintendent for study and recommendation, as appropriate to the circumstances. The Superintendent shall keep the Committee apprised of matters affecting the school department, as appropriate to the circumstances.
- F. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, a reasonable amount of time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from vacation leave.
- G. Performance Evaluations: The Committee will evaluate the Superintendent's performance as Superintendent of Schools annually consistent with the requirements for evaluating superintendents promulgated by the Department of Elementary and Secondary Education, including following the five-step cycle for the evaluation of superintendents. Upon completion of the evaluation process, the Superintendent's written evaluation shall be signed by the Chair of the Committee and the Superintendent and shall be placed in her personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her file.

VII. Professional Activities: The Superintendent shall be permitted to undertake writing, speaking, and consulting activities, provided these activities do not interfere materially with the performance of her duties as Superintendent (under Article VI) or are not inconsistent with the philosophy or mission of the School District. Any compensation or royalty fees generated from such writing, speaking, or consulting shall be the sole property of the Superintendent.

It is understood that such work creates significant learning opportunities for the Superintendent, and ensures that the Superintendent remains current in best practices in education, leadership, and management topics. For any such activities that require the Superintendent to leave the state, the Superintendent will inform the Committee Chair of the location and duration. The Superintendent may perform up to five (5) days per year of paid consultancy as part of her

reasonable and customary work. Any days beyond five (5) in a contract year will be treated as vacation days. The Superintendent shall arrange with the business office to account for these activities.

VIII. Expenses:

- A. The Committee shall reimburse the Superintendent for expenses reasonable incurred in the performance of her duties under this contract. Such expenses shall include the costs of transportation at two hundred and fifty dollars (\$250) per month for attendance at appropriate local, state, and national meetings. In addition, the Committee shall reimburse the costs of registration fees and lodging for professional conferences up to one thousand, five hundred dollars (\$1500) per year, upon submission of written vouchers for the same. Other expenses may be reimbursed at the discretion of the Committee.
- B. The Superintendent may attend a professional conference of her choice every two years, as long as the conference is relevant and of benefit to the district, and all reasonable associated expenses that are in excess of \$1500 provided for in Article VII (A) shall be reimbursed by the Committee.
- C. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional associations:
- Massachusetts Association of School Superintendents
 - American Association of School Administrators
 - Association of Supervision and Curriculum Development
- D. As the Superintendent previously participated in a New Superintendent Induction Program, but has elected not to continue participation for a third school year, the cost of the tuition (\$3,900) for year three (3) for that program was added to the Superintendent's base salary, effective July 1, 2019.

IX. Fringe Benefits:

- A. Retirement and Disability: Retirement and Disability: The Superintendent shall be a member of the Massachusetts Teachers' Retirement System. In addition, the Committee shall contribute up to \$2500 per year of long-term disability insurance coverage for the superintendent with benefits paying up to 60% of her salary up until the age of 65, throughout the period of this contract and any extension or renewal thereof.
- B. Insurance: The Superintendent shall be entitled to all insurance benefits, including but not limited to, life insurance and health insurance, provided to other professional employees of the Town of Easton. In addition, the Committee shall contribute \$750 annually toward the purchase of a term life insurance policy selected by the Superintendent. This payment will be made either directly as a premium payment to the company or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

- C. Sick Leave: The Superintendent shall be entitled to fifteen (15) sick days per contract year. Such days may be accumulated from year to year without limitation. The Superintendent is allowed to roll forward any unused sick leave that she accrued while employed as Superintendent or Assistant Superintendent in the District under prior employment agreements between the parties. In addition to personal injury or illness, the Superintendent may use a maximum of five (5) days of her accrued paid sick leave each year for illness in the family.
- D. Annual Vacation: The Superintendent shall receive twenty-five (25) working days as annual paid vacation, exclusive of legal holidays, on July 1 of each new contract year (not pro-rated), and may carry over to a subsequent year up to twelve (12) vacation days. Any additional unused vacation days shall be deemed waived. The Superintendent shall notify the Chair of the Committee in advance of her intent to use more than five (5) consecutive days of vacation. Upon termination of this Agreement, the Superintendent shall be paid for any unused vacation days up to a maximum of thirty-seven (37) days.
- E. Cell phone/Computer: The Committee shall provide the Superintendent a cell phone for the purpose of conducting school business and occasional, incidental personal business. At the conclusion of her term as Superintendent, this equipment shall remain the property of the Easton Public Schools. The Superintendent's office will be equipped with up-to-date computer hardware and software to enable her to fulfill her responsibilities as Superintendent. This equipment shall include a laptop and a small portable LCD projector, which the Superintendent is free to use outside of her office, including at her home. At the conclusion of her term as Superintendent, this office equipment, including the laptop and projector, shall remain the property of the Easton Public Schools.
- F. The Superintendent will be covered by the indemnification provisions of Chapter 258 of the Massachusetts General Laws. This indemnification provision, Article IX (E), shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause, provided that the Superintendent cooperates with the Committee in the defense of any claim covered by the indemnification.

X. Reopening of Agreement: This Agreement may be reopened for a discussion of its terms and conditions upon mutual written agreement by the Committee and the Superintendent.

XI. Miscellaneous:

- A. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the employment of the Superintendent by the Committee, all prior correspondence, memoranda, agreements, and undertakings being merged herein and without effect hereon.
- B. Severability: If any paragraph or part of this Agreement is invalid or illegal, it should not affect the remainder of said Agreement, but the remainder shall be binding and effective upon all parties.
- C. This Agreement may be modified only by a written instrument signed by both parties hereto.
- D. All notices given hereunder shall be in writing and shall be deemed given when personally delivered or when deposited in the mail and sent by Certified Mail, Return Receipt Requested, to the parties at their respective addresses first above set forth, or at such other address as either party may designate to the other by like notice.

This Agreement replaces and supersedes all prior employment agreements between the Easton School Committee and [REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.

Easton School Committee:

Superintendent of Schools:

[REDACTED]

[REDACTED]

By Chair

[REDACTED]

Date: 10/23/19

Date: 10/24/19