

**EMPLOYMENT AGREEMENT BY
AND BETWEEN
THE FAIRHAVEN SCHOOL COMMITTEE AND**



This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Fairhaven School Committee (hereinafter referred to as "the Committee") and [REDACTED] (hereinafter referred to as "the Superintendent"). This Agreement will be effective as of July 1, 2017. As of the effective date, this Agreement shall supersede and replace all prior contracts and agreements between the Committee and the Superintendent. For mutual consideration expressed herein, the Committee and the Superintendent agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to continue to employ [REDACTED] as Superintendent of the Fairhaven Public Schools, and the Superintendent accepts such continued employment, on the terms and conditions contained in this Agreement.

2. DURATION: The Superintendent shall be employed as the Superintendent of the Fairhaven Public Schools for the five (5) year period from July 1, 2017 through June 30, 2022, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. No later than November 1, 2021, the Committee shall notify the Superintendent as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2022. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement by December 31, 2021. If they are unable to agree upon a new employment agreement or an extension of this Agreement, then this Agreement will expire and the Superintendent's employment will end on June 30, 2022.

3. COMPENSATION:

A. The Superintendent will be paid in accordance with the following schedule:

<u>Contract Year</u>	<u>Salary</u>
July 1, 2017 – June 30, 2018	\$175,000
July 1, 2018 – June 30, 2019	\$ base pay + 3%
July 1, 2019 – June 30, 2020	\$ base pay + 3%
July 1, 2020 – June 30, 2021	\$ base pay + 3%
July 1, 2021- June 30, 2022	\$ base pay + 3%

The Superintendent's salary shall be earned ratably through each of the contract years and shall be prorated for work of less than a full contract year. The Superintendent's salary shall be paid in installments in accordance with the rules governing payment of other professional staff in the Fairhaven Public Schools.

4. WORK YEAR, LEAVE BENEFITS

A. WORK YEAR: The work year for the Superintendent is twelve months commencing July 1st of each contract year and ending the following June 30th. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent for the Fairhaven public schools.

B. VACATION LEAVE: The superintendent shall be entitled to twenty-five (25) vacation days per contract year, except that if this Agreement is terminated by either party prior to its expiration, the number of vacation days available in that final year will be prorated. A maximum of ten (10) vacation days may be carried over from year to year, so that at any one time the maximum number of vacation days which are available will be thirty-five (35). Beginning in July 2018, the Superintendent will receive thirty (30) vacation days per year. Beginning in July 2018, the Superintendent will receive payment for any unused vacation days per year. The maximum amount of unused vacation days that the Superintendent may receive payment for in any year will be ten (10). The payment received on an annual basis by the Superintendent will be the number of unused vacation days multiplied by the Superintendent's daily rate of pay.

C. SICK LEAVE: The Superintendent will begin the 2017-2018 school year with one hundred ninety four (194) sick days. The Superintendent will be eligible for fifteen (15) sick days per year and may carryover unused accrued sick leave days into subsequent years. The Superintendent will not be able to buy back any unused sick days.

D. HOLIDAYS: The Superintendent shall receive the following thirteen (13) holidays:

New Year's Day	Labor Day
Martin Luther King Jr.	Columbus Day
Birthday President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Patriots' Day	Friday following
Memorial Day	Thanksgiving Christmas Day
Independence Day	

In the event the Superintendent is required to work on a holiday, he will receive a "floating holiday" to be used at his discretion.

E. PERSONAL LEAVE: Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, a reasonable amount of time off during the day, as determined by the Committee, for important personal business or emergencies will be allowed without loss of payor deduction from vacation leave.

5. EXPENSES: The Committee shall reimburse the Superintendent for all reasonable, documented expenses incurred in the performance of his duties, including phone expenses, travel, meals, lodging expenses, conference expenses for conferences, as well as membership dues for organizations approved in advance by the Committee. Such reimbursement pursuant to this Section 5 shall not exceed four thousand dollars (\$4000) per year. In addition, the school district shall provide the Superintendent with a mobile phone with email capabilities and email devices, including a laptop or other portable computer such as an iPad (by way of example only). In addition, the Superintendent will be paid the amount of four hundred and fifty dollars (\$450.00) per month for use of his personal automobile for which no documentation will be required.

6. INSURANCE AND OTHER BENEFIT FLEXIBILITY OPTIONS:

Disability Insurance

The Superintendent may opt for the Committee to pay for premium payments on a long-term disability insurance policy with a waiting period not to exceed ninety days. Provided that the Superintendent has obtained such long-term disability insurance coverage for himself, and in the event of the Superintendent's long term disability as defined by such insurance policy, the Superintendent shall exhaust his accrued sick and vacation days, if any, and the Committee shall continue to pay the Superintendent his regular compensation for any period of absence due to the Superintendent's long-term disability through the waiting period required under the terms of such disability policy, not to exceed ninety days. In the event of an injury or illness which may or is likely to qualify the Superintendent for ordinary or accidental disability retirement benefits, the Superintendent shall apply forthwith for ordinary or accidental disability retirement, and upon approval of such application, the Committee's obligation, if any, to continue salary payments shall cease.

7. DUTIES: The Superintendent shall have charge of the administration of the Fairhaven public schools consistent with law and Committee policy and directives. He shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Fairhaven Public Schools, consistent with law and policy. He shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. He shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. He shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Committee, unless excused, and may participate in all Committee deliberations except when matters relating to his own employment and/or employment agreement are under consideration. He shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the School Department, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committee, as they may be promulgated or modified from time to time.

Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District

8. ANNUAL GOALS AND EVALUATION: In July of each year of this Agreement, the Committee and the Superintendent shall cooperate in the Committee's development of School District goals and objectives. The Committee shall meet with the Superintendent at least once each year, prior to November 1 of that year, for the purpose of discussing the progress of the School District toward the achievement of its goals and objectives. The Committee shall subsequently prepare and communicate to the Superintendent a written assessment of the progress toward and/or achievement of such goals and objectives and an evaluation of the Superintendent, to which the Superintendent shall prepare a response. The assessment and response by the Superintendent shall be utilized by the Committee and the Superintendent in developing goals and objectives for subsequent years.

The Committee Chairperson or his/her designee shall prepare a composite summary statement of the Superintendent's performance which will be considered, subject to amendment(s), and voted by the Committee as the Committee's evaluation of the Superintendent at a Committee meeting which shall be held in open session in accordance with the provisions of Massachusetts General Laws, chapter 39, §23B. The Superintendent understands and agrees that his evaluations may be made public.

9. CERTIFICATE: The Superintendent hereby represents to the Committee that he is currently certified to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Education, and the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate certificate or license qualifying him to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time.

10. PROFESSIONAL ACTIVITIES: The Superintendent shall devote his full time, attention, and energy to the business of the Fairhaven public school district. However, the Committee encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, in:

- A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
- B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
- C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this Agreement, no other funds will be made available for any of the professional activities listed in this Section 10.

The Superintendent may engage in activities such as teaching, lecturing, or consulting, in addition to employment with the District, provided that these activities do not interfere with the Superintendent's full and faithful discharge and performance his duties and responsibilities as specified in this Agreement. If the Superintendent's engagement in such activities requires the Superintendent to be absent from the School District on a work day, he must obtain prior approval to engage in such activity from the Committee. In the event that the Committee meeting is scheduled to occur after such proposed activity, the Superintendent may apply to the Committee chairperson or his/her designee for authorization.

11. INDEMNIFICATION:

- A. In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.
- B. As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.
- C. This Section 11 shall survive the termination of this Agreement.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

- A. By the Committee With Cause
During the term of this Agreement, the Committee may suspend the Superintendent from his position as superintendent and/or may terminate his employment and this Employment Agreement for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against him, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within seven (7) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of Massachusetts General Laws Chapter 39 §23B. The Superintendent shall be entitled to have his legal counsel present to advise him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, shall be final and binding, subject to such judicial review as

may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

B. By the Committee Without Cause

The Committee may terminate this Employment Agreement and the Superintendent's employment at any time prior to September 1, 2020 without cause by providing the Superintendent with at least one-hundred eighty (180) calendar days written notice and paying the Superintendent an early termination payment equal to the Superintendent's annual salary as of the date that the Superintendent was provided with such notice of early termination minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. In the event of termination pursuant to this paragraph, with the exception of the early termination payment which shall be paid on or by the effective date of termination, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

C. For Disability

If the Superintendent is absent from work on account of a disability for more than one hundred and eighty (180) days, the Committee shall have the option of terminating his employment and this Employment Agreement. If the Committee exercises its option to terminate the Superintendent's employment and this Employment Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

D. By the Superintendent

The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty (120) days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation.

13. NOTICES: All notices required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

14. ENTIRE AGREEMENT: This Agreement contains the whole agreement between the Committee and the Superintendent and supersedes any prior agreement entered into between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set forth in writing and signed by the parties.

D.

15. SEVERABILITY: If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

16. GOVERNING LAW: This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

17. 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 will be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the ___ day of _____, 2017.

BY,

[Redacted]
Superintendent

ON BEHALF OF THE
FAIRHAVEN SCHOOL COMMITTEE BY: _

Chairperson

