

**Falmouth Public Schools
Falmouth, Massachusetts**

**Superintendent of Schools
Contract of Employment**

AGREEMENT made as of the August 6, 2020 by and between the Falmouth School Committee hereinafter referred to as the "Committee" and [REDACTED] hereinafter referred to as "the Superintendent".

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 employs [REDACTED] as Superintendent of Schools of the Falmouth Public School District, and [REDACTED] hereby accepts the appointment under the terms and conditions set forth herein.

II. Term:

- a) This contract supersedes and replaces any prior contract between the superintendent and the Falmouth Public Schools.
- b) The term of this Agreement shall be for the period July 1, 2020 through June 30, 2025 and shall terminate on that date absent a specific written agreement to extend it provided the Committee shall notify the Superintendent in writing by June 30, 2024, if it does not intend to renew the contract for at least one year. If the Committee does not notify the Superintendent by June 30, 2024 that it does not intend to renew this Agreement, it shall be renewed for a one-year period.

III. Compensation:

- a) Effective July 1, 2020, the Superintendent shall be paid an annual salary of \$182,500. Salary will be paid in biweekly installments through June 30, 2021.
- b) On July 1, 2021, a Cost of Living Adjustment will be made to the Superintendent's salary. The salary will be increased by a percent that is equal to the average of the Union contracts in Falmouth Public School for that year.
- c) On July 1, 2022, another Cost of Living Adjustment will be made to the Superintendent's salary, again increased by a percent that is equal to the average of the Union contracts in Falmouth Public School for that year.
- d) In each subsequent year in which this contract is in effect, the Committee and the Superintendent shall meet prior to May 1st for the purposes of reviewing the Superintendent's salary, benefits, and compensation.

- e) The Superintendent's salary, specific benefits or compensation shall not be reduced during the life of this contract or any extension, addendum, modification or amendment hereto.

IV. Evaluation: The Committee will evaluate the performance of the Superintendent in writing no later than the town of Falmouth's spring election. The Committee and Superintendent will jointly establish the criteria, instrument, process and any reports for evaluation following Appendix D, Superintendent Responsibilities for Evaluation of *The Massachusetts Model System for Educator Evaluation, Part VI: Implementation Guide for Superintendent Evaluation, January 2012*. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments. The Committee Chairperson or designee shall review the evaluation with the Superintendent, who may respond to it orally or in writing.

V. License: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate license qualifying her to act as Superintendent for the Falmouth School District 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 termination of her employment pursuant to this Contract.

VI. Duties:

- a) The Superintendent shall perform faithfully, to the best of her ability and in accordance with the standards and policies of the Committee, the duties of the Superintendent of Schools 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 Contract, and she shall comply with all applicable laws and regulations.
- b) She shall serve as Executive Officer of the Committee as provided in M.G.L. c.71 §59 in accordance with the budgets and contracts approved by the Committee and shall attend all Committee meetings.
- c) Any complaints made to the Committee concerning employees of the Falmouth Public Schools shall be referred to the Superintendent.

VII. Professional Activities: The Superintendent may accept the customary and usual speaking, writing, lecturing or other engagements of a professional nature, provided such activities do not interfere with her duties as set forth in Article VI hereof. Any compensation or royalty fees generated from such speaking, writing or lecturing shall be the sole property of the Superintendent.

VIII. Expenses:

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this contract.

a) In-District Travel

Through June 30, 2025 the Committee shall reimburse the Superintendent \$2,000 annually as a reimbursement for travel expenses within the District, payable without voucher in 26 equal payments.

b) Professional Expenses

The Committee shall reimburse the Superintendent for all expenses, as budgeted, which are reasonably incurred in the performance of her duties under this contract. Such expenses shall include costs of transportation and attendance at appropriate local, state, and national meetings and conferences. The Committee shall pay for the costs of dues for membership in the Massachusetts Association of School Superintendents and the American Association of School Administrators.

c) The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included with the program of ongoing professional development the Committee shall reimburse the Superintendent for all expenses, as budgeted, which are reasonably incurred for her participation in the M.A.S.S. New Superintendent Induction Program during her term of employment as Superintendent.

IX. Fringe Benefits:

a) Retirement: The Superintendent shall be a member of the Massachusetts Teachers' Retirement System.

b) Insurance: The Blue Cross Blue Shield Plan, HMO or other applicable Health Insurance Program, including any dental, vision, and prescription coverage available to employees of the district shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the district, including, but not limited to, premium payments on and during her retirement.

c) Annual Vacation: The Superintendent shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. Vacation time shall be cumulative to sixty (60) days. Upon retirement, resignation or nonrenewal of contract the Superintendent shall receive a sum equal to her then in effect per diem rate of pay for any such accumulated vacation leave.

d) Sick Leave and Leave of Absence: The Superintendent shall be entitled to sick leave in an amount equal to but not in excess of fifteen (15) days of sick leave for each year of this contract and any extensions hereunder. The Superintendent may carry over any unused sick days from one Contract year to the next, up to a maximum of two hundred

(200) days, for her use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committee, and the Superintendent, at the request of the Committee, shall provide a physician's certification of illness. Unused sick leave shall not be reimbursed upon termination or non-renewal of her employment. The Superintendent may take sick leave for family/household members, as needed within her accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. Upon use of more than fifteen days sick leave in any fiscal year the Superintendent, at the request of Committee, shall provide a physician's certification of illness.

- e) Notice: In cases of vacation, sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such vacation or leave.
- f) District Benefits: In addition to the compensation specified above, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this Contract may hereafter be, received by all other District employees pursuant to collective bargaining agreements approved by the School Committee including, but not limited to, vacation leaves, illness benefits and sick and bereavement leaves; health, dental, disability, life and other forms of insurance protection; personal leaves; retirement programs; tax sheltered annuities; and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District employees, and without the necessity to comply with any length of service or collective bargaining unit membership conditions which might be applicable to such other employees.

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

X. Termination:

- a) The parties may terminate this Contract at any time by mutual agreement.
- b) There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until either the end of the contract term or one year's notification from the Superintendent, whichever comes first, unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.
- c) Notwithstanding any provision to the contrary, this Contract may be terminated for good cause. For purposes of this Contract, "good cause" shall mean any ground that is put forth by the Committee 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 this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

- d) In the event this Agreement is terminated for good cause, where good cause exists, the Committee may discharge the Superintendent terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for her proposed discharge and has been given an opportunity for a meeting with the Committee prior to official action being taken. Said meeting shall be convened in Executive Session unless the Superintendent requests the meeting is held in public. The Superintendent may have counsel present (at her expense) at such Executive Session who shall be entitled to speak on behalf of the Superintendent. The Committee shall provide fourteen (14) days written notice of said meeting with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended actions. Such meeting shall be held in accordance with the requirements of M.G.L. c.39 §23B (2). Nevertheless, the Committee may immediately suspend the Superintendent from all duties prior to the meeting with pay and until a final determination is made on discharge by the Committee.

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

XII. Indemnification: 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 reimbursed for travel, at the current rate established by the Town of Falmouth, and compensation in the amount of her then most recent per diem rate of pay or part thereof for attendance to any proceeding relating to such litigation.

XIII. 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, memorandum, 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.

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



Falmouth School Committee

8/6/2020
Date



Falmouth Public Schools

8. 7. 2020
Date