

**CONTRACT**

between the

**GARDNER SCHOOL COMMITTEE**

and

(Redacted)  
**SUPERINTENDENT OF SCHOOLS**

**July 1, 2014 – June 30, 2017**

SUPERINTENDENT OF SCHOOLS CONTRACT OF EMPLOYMENT

This contract made this 1<sup>st</sup> day of July, 2014 by and between the Gardner School Committee, hereinafter referred to as the "Committee" and (Redacted) hereinafter referred to as the "Superintendent".

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows: The committee hereby agrees to employ the "Superintendent" as Superintendent of the Gardner Public Schools for a period to commence as of July 1, 2014 and to end on June 30, 2017. If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated expiration date that it does not intend to renew this agreement, it shall be automatically renewed for a one-year period.

**I. RESPONSIBILITIES/DUTIES**

- A. The "Superintendent" shall perform faithfully, to the best of her ability, the duties of Superintendent of Schools, and shall serve as Executive Officer of the Committee. The Superintendent hereby agrees to be governed by the policies of the Committee and the provision of Massachusetts law except that any conflict between those policies and this agreement shall be resolved in favor of this agreement,
  
- B. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT: As provided in M.G.L. c. 71, (and so long such action is consistent with and not in conflict with the role of the Committee as set forth in all relevant laws, and regulations and the City of Gardner Charter and Ordinances), the Superintendent shall manage the school system in a fashion consistent with state law and the policies established from time to time by the Committee. To the extent that such action is consistent with the above, the Superintendent shall exercise her responsibility to organize, re-organize and arrange the administrative and supervisory and teaching staff of the schools; administer curriculum and instruction and the business affairs of the schools and assume responsibility for selection, placement and transfer of personnel all as determined by law; she shall assume responsibility for all matters relating to supervision and oversight of staff, including but not limited to evaluation, hiring, discipline, discharge, and assignment of personnel and shall conduct all hearings or meetings relevant thereto, notwithstanding any collective bargaining agreement to the contrary. The Committee, individually and collectively, shall promptly refer to the Superintendent for her study and recommendation, all criticism, complaints, and suggestions brought to their attention. The Superintendent

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shall investigate and consider the same and report thereon to the Committee as soon as practicable thereafter.

- C. WORK YEAR: The work year for the Superintendent shall be two hundred and twenty days.
- D. HOURS OF WORK: Due to the unique nature of her employment, it is understood and agreed that in order to properly perform the job, the Superintendent may be required to expend additional time beyond the normal workday, and the Superintendent agrees to do so as it is required. Such additional time includes but is not limited to time required to represent the Committee at various meetings and events, meeting with the Committee and other district and municipal boards, commissions, department, and time necessitated by emergency situations. It is acknowledged that the position of Superintendent of Schools is that of an executive nature as that term is used in the Fair Labor Standards Act and its rules and regulations. Accordingly, there shall be no paid overtime or additional compensation for said additional time.

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.

- E. CERTIFICATE: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as Superintendent as required by M.G.L. Chapter 71, Section 38G.

### II. EVALUATION

The Committee shall evaluate the performance of the Superintendent in writing in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. Such instrument, including any annual goals upon which the Superintendent's performance may be measured shall be developed and agreed upon by the Committee and the Superintendent within ninety (90) days of the beginning of each fiscal year.

Failure of the Committee to so meet with the Superintendent or provide said evaluation or meet the District Goals and objectives shall not be deemed to be a violation of the terms of this Agreement.

At least once each year, the Committee and the Superintendent shall also meet to review and consider the relationship between the Superintendent's accomplishments and determine her compensation through negotiations. At the request of either party, such negotiations shall be held in executive session to the extent allowed by Massachusetts open meeting law.

### III. PERFORMANCE

The Superintendent shall, at all times, perform her duties in a professionally competent manner as is expected of persons with the education and experience of persons holding like

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positions in the Commonwealth of Massachusetts, and , and shall perform all other duties as reasonably assigned by the Committee.

### IV. REGULAR COMPENSATION

Consistent with relevant provisions of M.G.L. c. 71 and c. 32 and all relevant regulations pertaining thereto, the Superintendent's regular compensation shall include:

#### A. SALARY

1. SALARY: On July 1, 2014, the Superintendent's base salary will be \$140,000.
2. ADDITIONAL MERIT INCREASES: Additional annual merit increases, beyond the base salary, shall be provided in each year of the contract, based on the Superintendent's overall performance evaluation results if satisfactory or better. These performance-based salary increases shall be granted on July 1<sup>st</sup> of each subsequent year of this Employment Contract and shall range between 0% and 5% of the Superintendent's annual salary and shall be awarded based on the above criteria and the financial ability of the School Committee to pay an annual merit increase.
3. At no time during the life of this agreement or any extension hereof, shall the Superintendent's salary be reduced.
4. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with Gardner Public Schools practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the Superintendent or her estate within 30 days of the pay period next following same or upon appointment of a fiduciary for the estate.

#### B. ADDITIONAL COMPENSATION

1. Included as part of the Superintendent's regular compensation shall be an annual payment by the Committee of \$10,000.00 to an insurance company of the Superintendent's choice for an annuity contract consistent with sec. 403(b) of the IRS Code. The Superintendent may add his/her own contribution to the compensation paid by the Committee. Said payment shall be made in January of each calendar year in which this contract is effective. The Superintendent agrees that she shall be responsible for any tax liability she may incur as a result of this payment and agrees to indemnify and hold harmless the Committee from any assessment, penalty, interest charge, or other loss imposed on the Committee by any taxing authority as a result of this payment. This payment shall not be considered an annuity payment governed by MGL c. 71, §37B, and shall not be considered regular compensation as defined by Massachusetts law.
2. In July of each fiscal year following the Superintendent's receipt of her doctoral degree (anticipated date of receipt is May 2015), the Superintendent shall be

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entitled to an annual payment of \$2,500.00 as an educational incentive in recognition of her Ed.D. Said payment shall be paid in a manner consistent with the definition of regular compensation per Massachusetts Teachers Retirement System.

### C. FRINGE BENEFITS

1. The Superintendent shall be entitled to all insurance (medical, hospital and life) benefits and all holiday and leave benefits available to other professional staff.

### V. SICK LEAVE AND OTHER LEAVES OF ABSENCE

- A. Sick leave compensation shall be paid if the Superintendent is unable to work because of disability, as follows:

The Superintendent shall be entitled to sick leave in an amount equal to, but not in excess of fifteen (15) days of paid sick leave per year of this contract and any extensions hereunder. The Superintendent shall be permitted to use unearned sick leave with the approval of the Committee. Unused sick leave shall be cumulative through the term of employment, but not redeemable if not utilized.

- B. The Superintendent shall be entitled to all other leaves of absence such as bereavement, personal or professional days, as are available to other professional staff.

### VI. EXPENSES RELATED TO EMPLOYMENT

#### A. REIUMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL

The Committee shall reimburse the Superintendent for all out of district work related travel. The committee shall reimburse the Superintendent \$250.00 per quarter for use of a personal vehicle for expenses and travel within the District upon submission of a written request for the same.

#### B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES

1. The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences that support the Gardner Public Schools in any school year upon submission of written voucher for the same.
2. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional associations:
  - a) Massachusetts Association of School Superintendents
  - b) American Association of School Administrators (A.A.S.A.)
  - c) Association of Supervision and Curriculum Development (A.S.C.D.)

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The Committee shall consider requests by the Superintendent to pay any dues or costs associated with membership in other professional associations on a case by case basis.

### VII. DISCHARGE

The Committee may discharge the Superintendent upon a majority vote, upon a showing of good cause in accordance with the procedures applying to the dismissal of principals set forth in M.G.L. c. 71, § 41, as amended from time to time. The procedures set forth in M.G.L. c. 71, § 41 shall apply immediately upon the effective date of this Agreement.

### VIII. RESIGNATION

There shall be no penalty for release or resignation by the "Superintendent" from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon ninety (90) days notification from the Superintendent unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

### IX. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the above stated compensation inclusive of all lawful deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

### X. ARBITRATION

- A. SCOPE OF CONTROVERSY: The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by the Agreement; however, any matter not mentioned in the Agreement, or any matter mentioned in this Agreement for which specific directions are not set forth herein or which is not specifically delegated to the Superintendent or the Arbitrator, shall be reserved for the decision by the Committee, as the case may be in their sole discretion, and in the exercise of such discretion they shall not be subject to the Grievance and Arbitration procedures provided in this Agreement.
- B. ARBITRATOR'S AUTHORITY: Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms, which have not been previously forwarded to the Superintendent pursuant to, article VII. The arbitrator may enter any and all appropriate award 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

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in no case shall such award order or require the reinstatement of the Superintendent to her position.

**XI. 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 in any day or part thereof during which such assistance is rendered at her then effective per diem rate of pay or \$400.00, whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to, and consent of the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State of Federal Agencies or Courts, labor arbitration or courts. In such cases 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, Article 11 (A, B and C) shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

**XII. ENTIRE AGREEMENT**

This contract 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. The contract may not be changed except by writing signed by the party against whom the enforcement thereof is sought.

**XIII. INVALIDITY**

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

**XIV. GOVERNING LAW/JURISDICTION**

This Agreement including the formation thereof shall be governed by, and construed and enforced under the laws of the Commonwealth of Massachusetts or federal law where applicable. All claims (other than those subject to arbitration) brought by either party to this Agreement shall be brought in the Commonwealth of Massachusetts in a court of competent jurisdiction.

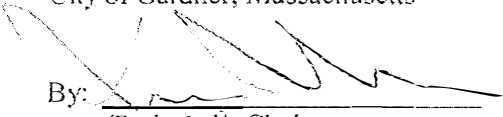
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XV. CONTINGENCY

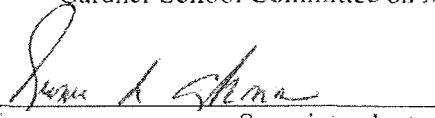
The employment of the Superintendent is subject to a favorable criminal offender record information (CORI) review, and all other pre-employment reviews as may be required by the City of Gardner.

IN WITNESS WHEREOF, the parties hereunto signed and sealed this agreement in quintuplicate on this 17<sup>th</sup> day of June in the year 2014.

The School Committee of the  
City of Gardner, Massachusetts

By:   
(Redacted), Chairman

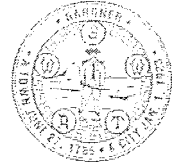
Duly Authorized by the Vote of the  
Gardner School Committee on March     , 2014

  
Superintendent  
(Name Redacted)



City of Gardner, *Executive Department*

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Name Redacted, Mayor

June 17, 2014

(Redacted)

Dear (Redacted):

It is with pleasure that I enclose a fully executed original of your contract with the City of Gardner School Committee as our new Superintendent of Schools. I look forward to working with you.

As agreed, the School Committee will also reimburse up to \$2,500.00 of your moving expenses. Once you have completed your move, please provide my office with an invoice and a receipt showing that the invoice has been paid in full. The School Committee will then deliver to you a reimbursement check up to the amount of \$2,500.00 within the month of July 2014.

I am enthusiastic about your joining the City. I believe that the City will provide you with an interesting and challenging career.

Respectfully yours,

(Redacted)  
Mayor