

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

Agreement made this 13th day of October, 2016 between _____ hereinafter referred to as the "Superintendent" and the Georgetown School Committee, hereinafter referred to as the "Committee".

In consideration of the mutual promises contained herein, the parties have agreed as follows:

Employment

The Committee hereby employs _____ as Superintendent of the Georgetown Public Schools and _____ hereby accepts employment as Superintendent of the Georgetown Public Schools, subject to the terms and conditions hereinafter provided.

Term

This agreement shall commence July 1, 2014 and shall terminate **June 30, 2019**. This agreement specifically excludes any rollover provision.

The Superintendent shall notify the Committee, in writing, on or before June 1, 2018, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.

The Committee, on or before **June 1, 2018** shall notify the Superintendent, in writing as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it will allow this contract to extend by one (1) year after, to **June 30, 2019**, under the same terms and conditions included herein. Provided that notice is provided on or before **June 1, 2018**, the Committee may determine that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2019, and as of such date the Superintendent's employment shall terminate.

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 **June 30, 2018**.

Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on **June 30, 2019**, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

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 rate of pay:

July 1, 2014-June 30, 2015	\$177,798
July 1, 2015-June 30, 2016	\$179,575.98
July 1, 2016-June 30, 2017	\$181,137.73

Starting with compensation starting on or after **July 1, 2014**, the Superintendent shall be eligible for an additional merit increase annually based upon both the results of a performance evaluation conducted by the Committee under the terms of this contract and upon market forces including, but not limited to, the cost of living. On or before the fifteenth day of May of each calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation.

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.

ANNUITY:

The Committee shall, pursuant to MGL c71 s37b, contribute as pre-tax dollars \$11,000.00 in 2010, \$12,000.00 in 2011 and each calendar year of the contract thereafter to an investment authorized under section 402(b) of the Internal Revenue Code for the benefit of the Superintendent provided that the statutory authority remains in effect and the Superintendent chooses to retain the investment. The sum shall be in addition to and not deducted from the salary paid to the Superintendent. The Superintendent may make additional contributions to the compensation paid by the Committee.

LONGEVITY:

The Committee shall award a longevity bonus upon the 10th year of employment reached at \$700.00 per year.

Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of 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.

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

The "Superintendent" shall administer curriculum and instruction, select textbooks and decide 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" consistent with State Law and contract obligations. Consistent with state law or regulations these duties may be delegated to other Administrators and Principals.

The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the "School District" shall be through the "Superintendent" and the District Treasurer. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by staff under the Superintendent's direction. Regular duties include supervision and oversight of any and all federal grant programs. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter

The "Superintendent" and/or designee(s) shall have the right to attend all regular and special meetings of the School Committee and all committee or subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the "School District". The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the "Superintendent" for student disposition, or recommendation as appropriate to facilitate the orderly administration of the District, and to ensure responsiveness to the public and fairness to the Superintendent.

The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" carrying out of statutory, managerial, administrative or supervisory responsibilities.

The "Superintendent" is assured that Committee rules, regulations or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of Schools in the Commonwealth of Massachusetts. The provision shall continue in full force and effect during any period of suspension or leave unless specifically waived by the Superintendent.

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.

Goals and Objectives

The "Committee" shall annually 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. The Superintendent's evaluation shall utilize an instrument to be drafted by the School Committee, in collaboration with the Superintendent. These goals and objectives shall be

utilized by the Committee as part of the Superintendent's evaluation and shall be considered an addendum to this contract.

A consensus of the individual evaluations compiled by committee members shall be prepared by the Committee Chair, approved by the Committee, signed by the Superintendent and placed in the Superintendent's personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his/her response to the evaluation in his/her file. The Superintendent shall be provided copies of individual Committee member's evaluations and shall meet with each Committee member submitting an evaluation to discuss its contents.

The parties shall have the right to mutually waive formal performance assessments in any year of this Agreement provided, however, that the Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty or poor performance in any year when a formal performance assessment is not completed.

The performance assessment shall be used for the following purposes:

- to strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and individual members of the Committee the responsibilities the Committee relies on Superintendent to fulfill;
- to discuss and establish reasonable expectations and goals for the ensuing year, including the impact of Statewide Performance Standards.
- as a contributing factor to any annual increase in compensation in accordance with the terms and conditions of this contract.

In addition, the Superintendent shall meet with the Committee after compilation of the composite referred to above, at least once each year, for the purpose of discussing the Superintendent's performance as well as the working relationship between the "Committee" and the "Superintendent".

The Committee, individually and collectively, shall promptly refer to the Superintendent, for study, review and response, any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or the Superintendent's performance.

Outside Professional Activities

The Superintendent may undertake consultative work, 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.

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.

Dismissal or Suspension

The Committee may dismiss or suspend the Superintendent for good cause. Where good cause exists, the Committee may discharge or suspend the Superintendent provided the Superintendent has been informed of the charge or charges and cause or causes for his/her proposed discharge or suspension and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. 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 30 days 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 actions. The standard of review and interpretation of good cause shall be in accordance with the standard of review and interpretation of such terms by the Massachusetts Courts under M.G.L. Chapter 71, Sections 41 and 42A prior to passage of the Education Reform Act. (See Springgate v. School Committee of Mattapoisett, 11 Mass. App. Ct. 304, 308 (1981); Lower v. North Middlesex Regional School Committee, 8 Mass. App. Ct. 536 (1979).

The Superintendent may appeal dismissal for good cause by filing a petition with the American Arbitration Association within thirty calendar days of the School Committee's vote to dismiss the Superintendent. The arbitration will be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

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 (150) one hundred fifty days notification from the Superintendent unless the "Committee" fixes a lesser period of time at which the resignation or release is to take effect.

If the Superintendent terminates the contract on/or before June 30th the Superintendent will receive a pro rata share of the annuity and vacation based upon the actual months worked during the fiscal year of said resignation.

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.

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 and attendance at appropriate state and national meetings and conferences. All out of state expenses and dues must be discussed in advance with the Chair of the Committee and are subject to budgetary approval. The Committee shall pay dues and associated costs for the following professional organizations, including but not limited to:

Massachusetts Association of School Superintendents
A.A.S.A
A.S.C.D.

Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to fifteen (15) days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (125) one hundred twenty five days. There shall be no "sick leave buy back".

Health Insurance

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

Vacations

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent shall be allowed to carry over up to (10) ten days from any (1) one contract year to the next. The Superintendent may choose to buy back up to ten days per year at the per diem rate of pay then in effect. To be eligible for this buy back, the Superintendent must notify the Committee of his/her intent to access said buy back on or before June 1st of any calendar year or forfeit the right to buy back for that year.

All accumulated vacation time will be paid to the "Superintendent" (or his/her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

Should this contract be terminated for the purpose of retirement on or after June 30, 2008, the Superintendent shall be entitled to be paid for all unused vacation for the contract year in which they retire.

Bereavement Leave

The Superintendent will be allowed up to (5) five consecutive days for bereavement. The five consecutive days are calendar days, which may include Saturday and Sunday.

Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (4) four days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal days in advance.

Religious Days

Religious Holidays will be allowed. They are not to be charged against personal or sick leave.

Day before certain Holidays

The Superintendent shall not be required to work on December 24 or December 31.

Tax Sheltered Annuities

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction.

Tuition Reimbursement

Subject to the approval of the Chair of the Committee, the Superintendent will be entitled to receive a maximum of \$6,000.00 per contract year for tuition for course work toward the Superintendent's doctoral degree. The district will pay the tuition costs to the College or University directly for courses taken. The Superintendent agrees to reimburse the district if a grade "C" or below is achieved.

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.

Warranty of Credentials

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

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 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.

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

This indemnification provision, Article XI, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

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. 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.

GEORGETOWN SCHOOL COMMITTEE

Superintendent

Barbie Linares, Chairman

Member

Member

Member

Member