



THE GLOUCESTER PUBLIC SCHOOLS
GLOUCESTER SCHOOL COMMITTEE

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Melissa Joy Teixeira, Vice-Chairperson

Kathleen A. Clancy, Secretary
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**Contract Between
The Gloucester School Committee
and
Name
Superintendent of Schools**

Agreement made this 17th day of February 201_ between Name, Street Address, City or Town, MA 01930, hereinafter referred to as the "Superintendent," and the Gloucester School Committee, hereinafter referred to as the "Committee".

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Employment

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

2. Term

- A. This agreement shall commence on July 1, 201_ and shall terminate June 30, 201_.
- B. This agreement will extend for one additional year unless the Committee votes on/or before December 31, 201_ to terminate the agreement and the Superintendent is informed in writing of the Committee's decision. Failure of the School Committee to notify the Superintendent on/or before December 31, 201_ of its intention not to continue his employment beyond June 30, 201_, will result in the amendment of this agreement to cover the period from July 1, 201_ through June 30, 201_.

- C. In the event that the Committee amends this agreement to cover the period from July 1, 201_ through June 30, 201_, the Committee shall on or before January 1, 201_, 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 does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 201_, and as of such date the Superintendent's employment shall terminate.
- D. 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 May 15, 201_.
- E. Anything contained herein to the contrary notwithstanding, the new two-year agreement will automatically terminate on June 30, 201_, and the Superintendent's employment shall terminate at such time unless otherwise agreed upon in writing by the parties herein.

3. 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 annual rate of pay:

July 1, 201_ to June 30, 201_ \$Dollars.

Calculations of a daily rate of pay under this agreement will be based upon a 260-day work year.

The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth day of June of each calendar year. The Committee shall each fiscal year consider increasing the Superintendent's salary, based upon economic conditions and performance.

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. The Superintendent's pay shall not be reduced during the term of this agreement.

4. 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 Superintendent agrees that in the event that he resigns and/or retires from the Gloucester Public Schools, he expressly agrees that he will not issue any new employment contracts and/or extend any employment contracts within 90 days prior to the severance of his employment without the advance approval of the School Committee.

5. Goals and Objectives/Review of Superintendent's Performance

The Committee and the Superintendent shall mutually agree to a set of goals and objectives, including measurable outcomes and dependencies, on or before June 15 for the next school year. These shall be utilized by the Committee as a part of the Superintendent's evaluation.

The Committee will publicly discuss and review the Superintendent's job performance with him once annually, beginning no later than June 30 each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written majority report prepared by the School Committee Chairperson, which shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon his request, copies of individual Committee member's evaluations prior to the review of his evaluation at the Committee meeting. Written statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said majority report.

6. 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.

7. 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.

8. Dismissal or Suspension

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

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.

The Superintendent shall be subject to discharge for good cause by a two-thirds vote of the School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer 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.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, 15 days' notice of the time and place of a hearing thereon, and a hearing before the Committee, which hearing shall be open to the public if the Superintendent so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at his own expense. The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association. In a challenge to a discharge of the Superintendent, the award may include back pay damages for the balance of the contract term after the discharge and shall not include the reinstatement of the Superintendent to any position.

9. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) not to exceed \$3500 and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

10. Sick Leave

The Superintendent shall be credited with 15 days of sick leave each contract year, to be used in the event of personal sickness or injury. Sick leave may be accumulated up to a maximum of (185) one hundred eighty-five days. There shall be no "sick leave buyback". The Superintendent will be credited with 60 sick leave days at the commencement of employment in the District.

11. Health Insurance

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

12. Vacations

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement. The Superintendent shall provide reasonable notice to the School Committee Chairperson of his intention to take vacation. The Superintendent may buy back each year up to five days of unused vacation. The Superintendent shall be allowed to carryover up to (5) five days from any (1) one contract year to the next. The maximum accumulation of vacation days at any one time shall be 30 days. Any additional days will be forfeited. If the Superintendent resigns or retires prior to June 30, he will receive a pro-rata share of vacation based upon the number of months worked. The Superintendent shall be compensated for unused vacation at the time of resignation or retirement.

13. Bereavement Leave

The Superintendent shall be allowed up to five (5) working days absence immediately before and/or immediately after the funeral, without loss of pay, on account of a death in the immediate family. "Immediate family" is interpreted as meaning father, step-father, mother, step-mother, domestic partner, child, step-child, foster child, husband or wife, brother, step- brother, sister, step-sister, grandparents, step-grandparent, grandchildren, step-grandchild or any person who was permanently living in the same home as the Superintendent at the time of death.

The Superintendent may be allowed up to three (3) working days absence immediately before and/or immediately after the funeral, without loss of pay, on account of a death for a father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent-in-law.

The Superintendent, if excused by the School Committee Chairperson, may be absent one (1) workday at any time to attend a funeral. If more bereavement days are needed, the School Committee Chairperson may grant additional days.

Special circumstances related to a death can always be discussed with the School Committee Chairperson.

14. 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 School Committee Chairperson shall be notified of all personal leave days in advance.

15. Religious Days

Religious Holidays will be allowed, upon request, and will be treated as holidays.

16. Day Before Certain Holidays

The Superintendent shall be granted all state and federal holidays and shall not be required to work on December 24 or December 31.

17. Tax Sheltered Annuities

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

18. Group Income Protection Insurance

Payroll deductions for a group income protection plan (to be paid by the Superintendent) shall be made available by the Committee.

19. Tuition Reimbursement

Subject to the approval of the School Committee Chairperson, the Superintendent will be entitled to receive a maximum of (\$1,500.00) one thousand five hundred dollars per contract year for tuition reimbursement.

20. 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.

21. Warranty of Credentials

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

22. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (120) one hundred twenty calendar days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider termination on less than (120) one hundred twenty calendar days' notice.

Should the Superintendent choose to terminate this contract and leave the employment of the Gloucester Public Schools to work as a Superintendent in another MA school district without providing the 120 days' notice, he shall compensate the Committee an amount equal to 10% of his annual salary.

23. 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 Mass. G.L. Chapter 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, and/or labor arbitration. 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.
- C. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

24. 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 the contract the day and year aforesaid.

School Committee Chairperson

Date

Witness

Date

Superintendent of Schools

Date