

EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE IPSWICH SCHOOL COMMITTEE
AND

July 1, 2017- June 30, 2020

This Employment Agreement (hereinafter referred to as "this Agreement") is made by and between the Ipswich School Committee (hereinafter referred to as "the Committee") and (NAME) (hereinafter referred to as "the Superintendent"). This Agreement shall be effective as of July 1, 2017. For mutual consideration expressed herein, the parties agree as follows:

1. Term:

The Committee agrees to employ the Superintendent, and the Superintendent agrees to accept such employment for a term of three (3) years, commencing July 1, 2017 and terminating on June 30, 2020 unless terminated earlier in accordance with the provisions of this Agreement. For the purposes of this Agreement, a contract year shall commence on July 1st and end the following June 30th. Nothing in this Agreement shall in anyway be construed as granting tenure or "professional status" to the Superintendent in the position of Superintendent.

2. Compensation:

In consideration of the salary for each contract year as provided herein, the Superintendent agrees to perform faithfully the duties of superintendent.

The Superintendent's salary shall be One Hundred Seventy Thousand dollars (\$170,000.00) for the first contract year, July 1, 2017 through June 30, 2018. The Committee and the Superintendent shall meet within ninety (90) calendar days prior the start of second contract year (July 1, 2018 - June 30, 2019) and within ninety (90) calendar days prior to the start of the third contract year (July 1, 2019 – June 30, 2020) for the purpose of reviewing the Superintendent's salary which may be adjusted based upon performance and subject to agreement. Unless otherwise agreed to in writing by the Superintendent and the Committee, the Superintendent's salary in the second and third contract years shall be One Hundred Seventy Thousand dollars (\$170,000.00).

The Superintendent's annual salary shall be payable in equal biweekly installments in accordance with the rules governing payment of other professional staff in the Ipswich Public School district. The Superintendent's salary shall be earned ratably throughout the contract year and shall be prorated for work of less than one full contract year. The Superintendent's per diem rate shall be calculated by dividing the contract year salary by 261.

3. Duties and Responsibilities:

The Superintendent shall diligently, faithfully, professionally and competently perform the duties and responsibilities of the Superintendent of Schools; shall serve as the Chief Executive Officer of

the School District, as provided in G.L. c. 71, §59 and all other applicable laws and regulations pertaining to public education in Massachusetts; and shall be responsible to direct, organize and manage the school system, in conformity with the requirements of G.L. c. 71 and all other applicable federal and state statutes and regulations pertaining to public education, and in conformity with the rules and policy determinations of the Committee. The Superintendent also shall fulfill all of the terms and conditions of this Agreement. The Superintendent shall be the Chief Education Officer of the School District.

The Superintendent shall attend all meetings of the Ipswich School Committee, unless excused by the Committee, and may participate in all Committee deliberations except when matters relating to his own employment are under consideration. He shall assist the Chairperson of the Committee in setting agendas for school committee meetings and in preparing for Committee meetings. He shall advise the Committee on policies, procedures, and plans and shall take the initiative in presenting and recommending policies, procedures, and planning issues to the Committee.

The Superintendent shall have authority, subject to law and any legally binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such a way as, in his best judgment, best serves the School District, subject to approval by the Committee.

The Superintendent recognizes that the proper performance of his duties and responsibilities will require him to work longer than the school day and that his duties and responsibilities are not confined to prescribed hours. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement.

4. Performance Evaluation:

The Committee shall evaluate the Superintendent each contract year in accordance with the applicable requirements in 603 CMR 35.00 - 35.11 inclusive. Such evaluation shall be done in open session in accordance with M.G.L. chapter 30A.

5. Reimbursement for Work-Related Expenses and Professional Development:

Subject to the provisions in this Section 5, the Superintendent is authorized to incur reasonable expenses in connection with the performance of his duties including expenses for professional conferences, travel, lodging, and meal expenses approved by the Committee or as outlined in this Section 5. The district will reimburse the Superintendent each month for all such expenses upon presentation by the Superintendent of receipts and an itemized account of such expenditures. Reimbursement and pay for memberships etc. in this Section 5 shall not exceed five thousand dollars (\$5,000.00) per Contract Year excluding the cost for the MASS mentor program.

- a. Membership dues. The Committee shall reimburse the Superintendent for his membership in the Massachusetts Association of School Superintendents (MASS), and the Committee shall pay the fee the first two Contract Years (July 1, 2017- June 30, 2018 and July 1, 2018- June 30, 2019) for the Superintendent to enroll in the

MASS mentor program -new superintendent program.

- b. Conferences and Professional Development. The Superintendent may attend the annual convention of the MASS and the American Association of School Administrators and such other professional meetings that the Superintendent and Committee agree upon.
- c. Mileage Reimbursement for Out-of-District Travel. The Committee shall reimburse the Superintendent for mileage expenses based on the then current reimbursement rate established by the IRS for any travel outside of the district on school business excluding travel to and from the Superintendent's residence.

6. Work Year, Leave Benefits, Group Health and Life Insurance:

- 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.
- b. Vacation. The Superintendent shall accrue twenty-five (25) working days of vacation per Contract Year at the rate of 2.0833 days per month. The Superintendent may borrow against his anticipated accrual in the first Contract Year. The Superintendent will be limited to a carry over of up to ten (10) days of unused vacation per contract year. (At no time may the Superintendent have more than 35 accrued vacation days.) The Superintendent shall notify the Chair of the Committee when he intends to take vacation leave. The Superintendent must obtain permission of the Committee chair to take more than 15 consecutive vacation days.
- c. Holidays. The Superintendent shall receive the following paid holidays during each Contract Year: July 4th, Labor Day, Columbus Day, Veterans' Day, half day on the Wednesday before Thanksgiving Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents' Day, Patriot's Day, and Memorial Day.
- d. Sick Leave. The Superintendent shall be granted fifteen (15) sick leave days per Contract Year and may accumulate unused accrued sick leave days up to a maximum of seventy-five (75) days to cover his absences as a result of illness or injury. Accrued unused sick leave shall not be paid out upon separation from employment,
- e. Personal Days. The Superintendent may use up to three (3) personal days per Contract Year for important legal and/or personal business. Such personal days shall not be taken immediately before or after a school holiday or school vacation period. The words "school vacation period" shall include the period between the school years so that personal days shall not be taken on the first and/or last days of any school year. Except in an emergency, the Superintendent shall notify, in writing, the Committee Chair, at least twenty-four (24) hours before taking a personal day. Unused personal days shall not be carried over into subsequent

contract years.

- f. Bereavement Days. The Superintendent may use up to five (5) days for bereavement in the event of loss of an immediate family member. Immediate family member shall include the Superintendent's spouse, parent, grandparent, son/daughter, sibling, parent-in-law, sister/brother-in-law. The Superintendent may use up to three (3) days for bereavement in the event of loss of a close relative not in the Superintendent's immediate family. Except in an emergency, the Superintendent shall notify the Committee Chair in writing, by email or by phone with as much notice as possible, before taking bereavement leave.
- g. Group Health and Life Insurance. The Superintendent shall be entitled to participate in group health insurance and life insurance offered by the Town of Ipswich as is offered by such Town to its non-unionized employees, and the Superintendent's participation in such group health insurance and life insurance shall be on the same terms and conditions as such insurance is generally available to non-unionized employees in the Town.

7. Termination of Employment Agreement:

- a. Termination 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 Agreement for incapacity, insubordination, incompetency, neglect of duty, conduct unbecoming a superintendent, 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(s) and the grounds on which such reason(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 on the reason(s). Such hearing shall be conducted in accordance with the provisions of Massachusetts General Laws chapter 30A §§18-25. The Superintendent shall be entitled to have his legal counsel present to advise him, and the Superintendent shall be responsible for paying all fees and costs associated with his own 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 School 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. The Superintendent may request or the Committee may require the Superintendent to use some or all of his accrued vacation days prior to the effective date of termination.

- b. **Early Termination 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 (100) calendar days advance notice. In the event of termination pursuant to this paragraph, the School 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. The Superintendent may request or the Committee may require the Superintendent to use some or all of his accrued vacation days prior to the effective date of termination.

- c. **Early Termination By the Committee.**
The Committee may terminate this Agreement and the Superintendent's employment at any time prior to June 30, 2020 without cause by providing the Superintendent with at least one hundred (100) calendar days written notice and paying the Superintendent an early termination payment of the lesser of the following two amounts: (1) Twenty-Five Thousand dollars (\$25,000.00) or (2) the salary remaining through June 30, 2020. In the event of termination pursuant to this paragraph, with the exception of the early termination payment, 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. The Superintendent may request or the Committee may require the Superintendent to use some or all of his accrued vacation days prior to the effective date of termination.

- d. **Vacation Payout Upon Separation from Employment.**
In accordance with state law, the Superintendent shall receive pay for all accrued, unused vacation time remaining on the date of his separation from employment for any reason.

8. Certification/License and Medical Examination:

- a. **Certification/Licensure**
The Superintendent hereby represents to the Committee that he is currently licensed, has satisfied or will satisfy by July 1, 2017, the requirements to obtain a license to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate 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. The Superintendent agrees to notify the Committee within 24 hours of his license being revoked, rescinded, suspended, or lapsed.

b. Fitness for Duty and Medical Examination

The Superintendent represents that on the day he executed this Employment Agreement he is able to perform the essential functions of the position of superintendent of schools. The Superintendent agrees to submit to comprehensive medical examinations at the request of the Committee by a physician(s) selected by the Committee to determine the Superintendent's fitness to perform the essential functions of his position with or without reasonable accommodations, and the Superintendent agrees to authorize the release to the Committee of a summary of the results of such examinations indicating that he is able to perform the essential functions of the job with or without reasonable accommodations.

9. 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 loss 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 the 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 in accordance with Section 7 of this Agreement.
- 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 9 shall survive the termination of this Agreement.

10. Transition and Relocation

- a. **Transition:** The Committee may request that the Superintendent be present in the Ipswich School District prior to July 1, 2017 for the purposes of transitioning from the current administrator to the Superintendent. To the extent that the Superintendent and the Committee agree that the Superintendent shall do transition work prior to July 1, 2017, the Committee shall pay the Superintendent at the rate of Five Hundred dollars (\$500.00) per day for every day so authorized by the Committee and worked by the Superintendent minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Committee shall pay mileage expenses for the Superintendent at the IRS rate for such per diem work between the Superintendent's home in New Hampshire and Ipswich, Massachusetts for the day or days the Superintendent is in the district on

such per diem work, reasonable hotel lodging expenses, and reasonable meal expenses.

b. Relocation: The Committee shall reimburse the Superintendent for all reasonable and necessary out-of-pocket expenses associated with moving his household from New Hampshire to Ipswich, Massachusetts, or to another Massachusetts or southern New Hampshire community in reasonable commuting distance to Ipswich, up to a maximum of Fifteen Thousand dollars (\$15,000.00). The Superintendent shall provide the Committee with receipts for all such reasonable and necessary expenses for which reimbursement is requested on or before September 1, 2018. If the Superintendent terminates this AGREEMENT before July 1, 2018, he shall reimburse the Committee for 100% of the reimbursement paid to him under this Section. If the Superintendent terminates this AGREEMENT on or after July 1, 2018 and before July 1, 2019, he shall reimburse the Committee for 75% of the reimbursement paid to him under this Section. If the Superintendent terminates this AGREEMENT on or after July 1, 2019 and before June 30, 2020, he shall reimburse the Committee for 50% of the reimbursement paid to him under this Section.

11. Notices:

Any notice 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 to the home address of the Chairperson of the Committee.

12. Entire Agreement:

This Agreement contains the entire understanding between the Committee and the Superintendent with respect to the subject matters herein and supersedes all prior agreements. This Agreement may not be modified or amended other than by an agreement in writing that has been executed by the Superintendent and the Committee.

13. Invalidity:

If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provision 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.

14. Governing Law:

This Agreement shall be interpreted, enforced, governed, and construed under, and in accordance

with, the laws of the Commonwealth of Massachusetts.

15. Counterparts:

This Agreement will be executed in two counterparts, each of which will be deemed to be an original, and both of which taken together will be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereto signed and sealed this Agreement as of the date(s) set forth below.

SUPERINTENDENT

IPSWICH SCHOOL COMMITTEE

Superintendent

By: School Chairperson
Ipswich School Committee

Date: _____

Date: _____