

CONTRACT OF EMPLOYMENT

This contract made this 13th day of April, 2017 by and between the Malden School Committee, hereinafter referred to as the "Committee", and John Oteri, hereinafter referred to as the "Superintendent".

WITNESSETH:

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,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. EMPLOYMENT

The Committee hereby agrees to employ John Oteri as Superintendent of the Malden Public Schools, for a period to commence on July 1, 2017 and to end June 30, 2020. 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 renewed for a one (1) year period only.

II. RESPONSIBILITIES/DUTIES

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:

(A) The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District consistent with State Law and contract obligations. Consistent

with state law or regulations these duties may be delegated to other Administrators and Principals.

(B) 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 District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by his staff under his direction.

(C) The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the District. The Superintendent shall be consulted and have the right to speak on all issues before the Committee and have a seat at the Committee table. It is the expectation of the Committee that the Superintendent will, as a general rule, attend all business meetings of the Committee as well as those of its subcommittees.

(D) Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.

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

III. REGULAR COMPENSATION

The Committee shall provide the following salary as part of the Superintendent's compensation:

1. Salary

For the 2017-2018 contract year the Committee shall pay the Superintendent an annual salary at the rate of One Hundred Eighty Thousand (\$180,000) Dollars. The Superintendent shall be eligible for a performance bonus of \$5,000 if the School System is designated a Level 2 system and \$10,000 if the School System is designated a Level 1 system by the Department of Elementary and Secondary Education at any time during the course of this contract. The Superintendent's annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

The salary for the subsequent contract year shall be set by the Committee each year following the Committee's review of the Superintendent's performance as outlined in Article V.

At no time during the life of this Agreement or any extension hereof shall the Superintendent's salary be reduced.

If the contract is terminated earlier than June 30, 2018 the Superintendent's salary will be reduced on a pro-rated basis. If the Superintendent begins prior to July 1, 2017 he will be compensated on a per diem basis.

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 his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers' Retirement and other 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.

2. Annual Vacation

The Superintendent shall receive 25 working days as annual vacation, exclusive of legal holidays. The Superintendent shall give reasonable notice of vacation days in advance to the Chair of the Committee.

The Superintendent shall not be allowed to accumulate vacation days, however, any unused vacation days shall be bought out by the Committee at the end of each contract year.

Upon the Superintendent's separation from employment with the school district, he shall be paid at his then-effective per diem rate of pay for any unused vacation days that have accumulated to that point.

3. Sick Leave

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 the year. The Committee will credit the Superintendent with Ninety (90) sick days on the first day of the contract which are only to be used in the event of catastrophic injury or illness. These sick days will not be credited for any sick leave buy back negotiated in the future and will be deducted if the Superintendent accumulates 90 sick days during the course of his employment.

4. Jury Duty

The Superintendent shall be entitled to benefits for jury leave pursuant to General Law Chapter 234A, Section 48.

5. Holidays

The Superintendent shall be entitled to all holidays recognized by the Committee and made available to other full year District employees.

6. Reimbursement for Expenses

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties. Such expenditure shall include attendance at appropriate local, state and national meetings and conferences that he attends, and reasonably necessary food, lodging and transportation expenses in connection therewith, on behalf of the District. All out of state travel shall first be approved by the Committee.

7. Professional Affiliations

The Committee shall annually provide funds for membership in the following professional organizations:

- American Association of School Administrators
- Massachusetts Association of School Superintendents
- Association for Supervision and Curriculum Development

The Superintendent may request other professional affiliations which will be approved at the discretion of the School Committee.

8. Fringe Benefits

The Superintendent shall be entitled to all insurance (life, medical, dental, and hospital) benefits currently available to other professional personnel in the Malden School District; subject to the terms and conditions of said coverage.

9. Business Equipment and Technology

The Superintendent shall return the technology and equipment to the district at the end of his employment in the district. The technology and equipment may include but not be limited to an office computer, office printer, office facsimile/scanner machine, smartphone, tablet, laptop computer.

10. Disability Insurance

The Committee agrees to reimburse the Superintendent in an amount not to exceed \$1,500 for the purchase of a disability income insurance policy.

IV. LICENSURE

The Superintendent shall furnish and maintain, throughout the term of this contract, valid and appropriate licensure qualifying him to act as Superintendent of Schools in the Commonwealth of Massachusetts as required by M.G.L. c. 71 §38G and all other laws and regulations of the Commonwealth.

V. EVALUATION

The Committee shall evaluate the Superintendent's performance in accordance with the applicable standards and procedures set forth in applicable law (603 CMR 35.00) and the model system for Superintendent Evaluation developed by the Massachusetts Department of Elementary and Secondary Education.

VI. DISMISSAL OR SUSPENSION

The Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the laws and regulations of the Commonwealth. The Committee may terminate or suspend the Superintendent for good cause. If the Superintendent is so terminated, the Committee shall have no financial obligation to the Superintendent subsequent to the date of termination. It is agreed that good cause includes, without limitation, inefficiency, incompetence, incapacity, conduct unbecoming a Superintendent, insubordination, the failure of the Superintendent to achieve agreed upon goals and objectives, unsatisfactory performance, and any other ground put forward in good faith which is not arbitrary, unreasonable or irrelevant to the maintenance of an effective District.

Suspension or termination under this paragraph may not be implemented unless the Superintendent has been given fifteen (15) days notice of intent to vote to dismiss or suspend, whichever the case may be, and, if requested, a written statement of the reason or reasons for which termination or suspension is proposed and, if requested, a hearing before the Committee at which he may be represented by counsel and call witnesses on his behalf.

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, will not be considered a dismissal.

The Superintendent may file a demand for arbitration in connection with any action taken by the Committee pursuant to this Article in accordance with the labor arbitration rules of the American Arbitration Association.

Each party shall bear the expense of its representatives, participants, witnesses and preparation of representation of its own case. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

The arbitrator shall have no power to add to, subtract from or modify, any of the terms of this agreement and in reaching his decision shall interpret this agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights of authority of the Committee other than those expressly set forth herein. The arbitrator shall have no authority to reinstate the Superintendent. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

VII. PERSONAL LEAVE

The Superintendent shall be entitled to two (2) personal days. These days may be utilized for imperative personal business and/or legal obligations that could not be effectively conducted outside of the work day. Personal days shall not be cumulative. The Chair of the Committee shall be notified of use of all personal days in advance or as soon as possible if it is due to an emergency situation.

VIII. BEREAVEMENT LEAVE

The Superintendent may take bereavement leave as needed.

IX. INDUCTION PROGRAM AND MENTORING

The Committee agrees to pay the 2017-2018 annual enrollment fee of \$4,800 to the Massachusetts Association of School Superintendents (M.A.S.S.) for participation of the Superintendent in the "New Superintendent Induction Program" beginning July 18th, 2017. In addition, the Superintendent agrees to participate in the mentorship program sponsored by M.A.S.S. in the 2017-2018 school year. In subsequent years, at the discretion of the Committee and in consultation with the Superintendent, the Committee may require the Superintendent to continue to participate in the "New Superintendent Induction Program" and/or to consult with a mentor to further the Superintendent's management and leadership skills. The cost, if any, of such continued participation and/or consultation will be paid by the District.

X. TERMINATION BY THE SUPERINTENDENT

The Superintendent shall be entitled to terminate this contract prior to its expiration date upon written advance notice to the Committee of Ninety (90) days notice. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee.

XI. INDEMNIFICATION

The Committee shall indemnify the Superintendent for any financial loss to the extent permitted by MGL c. 258. The indemnification shall include legal fees and expenses, provided the Committee shall have the right to select counsel to defend the Superintendent in any claim which may give rise to a claim for indemnification under this paragraph.

XII. ARBITRATION

Any disputes as to the meaning, application or interpretation of a provision of this Agreement will be resolved through binding arbitration pursuant to the American Arbitration Association's (AAA) Employment Dispute Resolution Rules. The party demanding such arbitration must file for it within thirty days of the act or omission alleged as the contract violation. In any challenge to a discharge of the Superintendent, the arbitrator's remedial authority shall be limited to an award for compensation due the Superintendent for the balance of the contract term after the discharge and shall not include authority to reinstate the Superintendent.


XIII. INVALIDITY

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


XIV. 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 all parties in writing.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.



Gary Christenson, Mayor
Malden School Committee Chair



John Oteri,
Superintendent