

EMPLOYMENT AGREEMENT
between
MILLBURY SCHOOL DISTRICT
and
GREGORY MYERS

This AGREEMENT, by and between the Millbury School Committee (the “School Committee”) and Mr. Gregory Myers (“Mr. Myers” or the “Superintendent”), (collectively “the Parties”) witnesses that:

WHEREAS, the School Committee desires to continue to employ Mr. Myers as Superintendent of Schools; and

WHEREAS, Mr. Myers desires to continue to serve as Superintendent of Schools; and

NOW THEREFORE, the School Committee and Mr. Myers agree as follows:

Employment. The School Committee hereby employs Mr. Myers as Superintendent of Schools and Mr. Myers hereby accepts such employment under the following terms and conditions:

1. Term.

- A. The term of this Agreement will be November 17, 2021 through June 30, 2027, subject to the provisions set forth in Section 19, unless terminated as provided in this Agreement.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School Committee to terminate the services of the Superintendent, at any time, subject to the provisions set forth in this Agreement.
- C. Mr. Myers acknowledges his commitment to the School District for the duration of this Employment Agreement.

2. Compensation.

- A. For the period covering July 1, 2022 – June 30, 2023, the School Committee will pay Mr. Myers an annual salary of \$180,181 less all lawful and customary withholdings and deductions. The salary will be paid in bi-weekly increments.
- B. Prior to the start of a subsequent year of this Agreement, e.g. FY 2024, and/or a future FY thereafter, the School Committee will review the Superintendent’s salary and it may negotiate an

increase depending the School District's finances, the Superintendent's performance as determined by the School Committee, the economy, and any other factors the School Committee deems relevant.

D. Any salary adjustment made during the life of this Agreement may be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Superintendent.

E. Upon the Superintendent's receipt of his Doctor of Education degree (Ed.D.), the School Committee agrees to increase the Superintendent's compensation by \$5,000 to reflect his receipt of his Doctoral degree. This increase will occur in the fiscal year immediately following receipt of the degree.

3. **Deferred Compensation Plan.** The School District shall establish a non-qualified deferred compensation plan under Section 457(b) of the IRS Code for the benefit of the Superintendent and contribute the amount of Four Thousand Dollars (\$4,000.00) to the plan annually for the duration of this Agreement. This sum shall be in addition to, and not deducted from, the salary paid to the Superintendent under Section 3 of this Agreement. The Superintendent also may elect to make contributions to the plan by means of a salary deferral agreement in addition to the payment made by the School District. The plan will be evidenced by a written plan agreement. Contributions to the plan will be held in a trust for the exclusive benefit of the plan's participants or, at the election of the School District, in qualifying annuity contracts and/or custodial accounts in lieu of or in addition to a trust.

The amount of the School District's annual contribution to the plan shall be reviewed by the School Committee at the conclusion of each year to determine whether the payment will be extended for subsequent years of this Agreement.

4. **Duties and Responsibilities.**

A. The Superintendent will serve as Chief Executive Officer and Chief Educator of the Millbury School District. He shall manage the affairs of the school system in accordance with the policies of the School Committee, M.G.L. Chapter 71, Section 59 and any other applicable laws and regulations.

- B. The Superintendent will administer curriculum and instruction and oversee all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reduction or termination of personnel employed or to be employed by the Millbury Public Schools consistent with state law and contract obligation.
- C. 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 Millbury Public Schools shall be through the Superintendent. Such duties and responsibilities shall be performed and discharged by the Superintendent or his staff under his direction in accordance with the policies of the School Committee and law.
- D. The Superintendent shall have the right to attend all regular and special open meetings of the Committee and shall serve as the advisor to the Committee and make recommendations on matters affecting the administration of the Millbury Public Schools.
- E. Except when prohibited under the law, criticisms, complaints and suggestions involving the administration of the Millbury Public Schools called to the attention of the Committee shall be referred to the Superintendent for study, disposition or recommendation, as appropriate, to facilitate the orderly administration of the Millbury Public Schools and ensure responsiveness to the public.
- F. The Superintendent shall keep the School Committee advised of the educational achievements of the Millbury School District and of its financial status from time to time. The Superintendent will keep the Committee informed of significant District business, activities and events and will provide the Committee with such information and materials as the Committee requests from time to time or is reasonably required to evaluate proposals or recommendations made by the Superintendent, to the extent permitted by law.
- G. The Superintendent will also perform such other duties and responsibilities as may from time to time be assigned to him by the School Committee.
- H. The Superintendent will devote his full time and best efforts to his duties as Superintendent and will perform such duties in a professional and competent manner.

- I. The Superintendent shall be responsible for adhering to all relevant School District policies, whether they specifically refer to administrators or not. The parties recognize that as the Chief Executive Officer and Chief Educator of the Millbury School District, the Superintendent must lead by example.
5. **Status.** The Superintendent's position is an exempt position under the Federal Fair Labor Standards Act.
6. **Vacation Leave.**
 - A. The Superintendent will be entitled to and granted twenty-five (25) vacation days per contract year. The Superintendent shall be allowed to use up to seven (7) of such vacation days while school is in session. Any request to use additional vacation leave while school is in session must receive prior School Committee approval. If for any reason the contract is terminated prior to its expiration date, vacation will be pro-rated according to the number of days worked.
 - B. The Superintendent shall be allowed to carryover up to ten (10) accumulated but unused vacation days from one contract year into the next contract year; provided, however, that at no time may the Superintendent's total number accumulated vacation leave days exceed thirty (30) days. Any vacation carryover shall not be cumulative from year-to-year. If it is not used in the year in which it is carried over, it shall be lost.
 - C. The Superintendent will coordinate his use of vacation leave with the Chair of the School Committee, including vacation leave while school is in session.
7. **Holidays.** The Superintendent will be entitled to all holidays made available to non-bargaining unit employees of the Millbury School District.
8. **Sick Leave.** The Superintendent shall be granted fifteen (15) days of sick leave per contract year. Unused sick leave may be accumulated during the term of this agreement. In the event of absence of the Superintendent for illness in excess of five (5) consecutive days, the Superintendent may be required to submit a certificate certifying his ability to return to work with or without reasonable accommodation.

9. **Personal Leave.** The Superintendent will be entitled to two (2) personal leave days per contract year. The Superintendent will coordinate his use of such personal leave with the Chair of the School Committee. Personal leave shall not accrue from year-to-year.

10. **Insurance.**

A. The Superintendent will be eligible for the same group health insurance benefits, group life insurance benefits, and any other group insurance benefits available to non-bargaining unit employees of Millbury School District.

B. Since Mr. Myers has waived life insurance coverage under the Town's policy, the School Committee shall reimburse the Superintendent for the cost of personal life insurance in an amount not to exceed the life insurance fee that would have been paid for coverage under the Town's life insurance policy.

11. **Travel.** The Superintendent will be entitled to one hundred dollars (\$100) per month for school business travel, paid monthly without a voucher. This travel stipend shall be in lieu of any reimbursement for mileage.

12. **Professional Development Expenses.**

A. The School Committee shall pay all dues and associated membership costs for MASS, NEASS, AASA, and ASCD.

B. The School Committee shall reimburse the Superintendent for attendance at, and reasonable and necessary expenses related to, professional conferences, including travel, food, lodging and conference registration expenses, upon submission by the Superintendent of a written voucher. The Superintendent shall coordinate his attendance at professional conferences with the Chair of the School Committee.

C. The School Committee will reimburse the Superintendent, annually, up to a total of \$3,000.00 for the cost of professional development, continuing education, and/or course reimbursement, upon submission by the Superintendent of a written voucher.

13. **Retirement.** The Superintendent will be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

14. **Computer.** The School Committee will provide the Superintendent with a laptop computer to be utilized in the office or at his residence. Said computer and any related equipment purchased shall be the property of the District and shall be returned to the District at the end of the Superintendent's employment with the District.
15. **Licensure.** The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate license qualifying him to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts law.
16. **Performance Evaluation.**
 - A. The School Committee will evaluate the Superintendent's performance annually each June.
 - B. The Superintendent shall submit his set of goals and objectives, including measurable outcomes and dependencies, to the School Committee in September.
 - C. In order to participate in the annual evaluation of the Superintendent, a School Committee member must have served on the School Committee, current or prior, for at least six (6) months while the Superintendent was in office.
17. **Termination of Agreement.**
 - A. The School District may terminate the employment of the Superintendent at any time during the term for good cause after written notice and hearing. Written notice shall be given fifteen (15) days prior to a hearing and shall include the reasons for the proposed action. The hearing shall be conducted before the School Committee or a hearing officer designated by the School Committee, who shall be an attorney. For purposes of this Agreement, "good cause" shall mean any grounds put forth by the Committee in good faith that are not arbitrary or irrelevant to the task of maintaining an effective and efficient school system, and may include conduct unbecoming a Superintendent of Schools. In the event of such suspension or dismissal for good cause, no further payments shall be due to the Superintendent pursuant to this Agreement.
 - B. The Superintendent may resign his position upon ninety (90) days written notice to the School Committee.

- C. This Agreement and the Superintendent's employment may be terminated at any time by mutual consent of both parties.
- D. In any cases where there is a question of the Superintendent's incapacity for physical or mental reasons, a comprehensive medical examination may be required by the Committee. The Committee shall pay the cost for any such examination. In any event if the Superintendent is unable to perform his services by reason of absence due to physical illness for one hundred eighty (180) calendar days, or due to mental incapacity for ninety (90) calendar days, the Committee shall have the option of terminating this Agreement. If the Committee so terminates this Agreement, the Superintendent will continue to receive sick leave payments until his total accumulated sick leave is exhausted.
- E. Termination of the Superintendent's employment shall terminate this Agreement. This provision shall survive the termination of this Agreement.

18. Renewal

- A. If the School Committee intends to non-renew the Superintendent's employment with the School District, the School Committee shall provide the Superintendent with written notice of such intent no later than twelve (12) months before the expiration date of this Agreement.
- B. A non-renewal of this Agreement shall not constitute a dismissal of the Superintendent, but rather a conclusion of the contract term.

19. Indemnification.

- A. The School District and Town shall defend, save harmless, and indemnify the Superintendent to the extent allowable under M.G.L. c. 258 against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Superintendent, provided that the Superintendent acted within the scope of his official duties and that he acted in good faith.
- B. The School District and Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent.

C. If the School District and Town have not provided legal counsel to the Superintendent, the School District and Town shall reimburse the Superintendent for any reasonable attorneys' fees and costs incurred by the Superintendent in connection with such claims or suits involving the Superintendent in his professional capacity, provided he acted in good faith.

D. This Section shall survive any termination of this Agreement.

20. **Consultation with Counsel; No Representation.** The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

21. **Completeness.**

A. This Agreement, dated November 17, 2021, constitutes the entire agreement between the School District and the Superintendent and supersedes any and all other agreements, written or oral, between the School District and Mr. Myers.

B. This Agreement may only be changed by written amendment executed by the School Committee and the Superintendent.

22. **Severability.** If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated so long as the underlying intent of this Agreement can be maintained.

23. **Arbitration.** Any dispute or breach arising under or out of this Agreement shall be arbitrated and the decision of the arbitrator shall be final and binding upon the parties. In connection with any arbitration under this Agreement, the arbitrator shall be a retired state or federal court judge chosen in accordance with the rules and regulations of JAMS ADR Services. Any such arbitrator, in connection with a termination action, shall not have the power or authority to order reinstatement to the position of Superintendent of Schools or any other position within the Millbury School District.