

CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT OF SCHOOLS

MILLIS PUBLIC SCHOOLS

This Contract of Employment (hereinafter the Contract" or "the Agreement") is made this 1st day of December between the School Committee for the Town of Millis, (hereinafter referred to as "the Committee"), and [REDACTED], (hereinafter referred to as "[REDACTED]" or "the Superintendent"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Committee hereby agrees to employ [REDACTED] in the position of Superintendent for the Millis Public Schools and [REDACTED] hereby accepts such employment on the following terms and conditions:

2. **TERM:** This employment contract shall commence on December 1, 2020 and shall expire on June 30, 2023 unless otherwise terminated sooner by either party pursuant to this Agreement.

If the Committee does not notify the Superintendent at least nine (9) months prior to the stated expiration date that it does not intend to renew this agreement, the contract shall be renewed for an additional one-year period (July 1, 2023 - June 30, 2024) at a rate of compensation to be negotiated by the parties.

3. **COMPENSATION:** The Superintendent shall be paid an annual salary as delineated in Appendix A, which the Committee agrees to pay bi-weekly. Effective December 1, 2020.

4. **DUTIES:** The Superintendent shall faithfully, diligently and competently perform the duties and responsibilities of Superintendent as provided by law, herein and as outlined by the Committee and shall serve as the Executive Officer of the school system. He shall fulfill other general laws and regulations of the Commonwealth and all of the terms and conditions of this Agreement. He 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.

5. TERMINATION OF EMPLOYMENT CONTRACT BY THE SUPERINTENDENT:

In the event that the Superintendent desires to terminate the Contract before the term of service has expired, he may do so by giving at least Six (6) months' written notice of his intention to the Committee by sending notice to the Chair of the School Committee via certified mail, return receipt requested. Such time limit may be waived by mutual agreement of both the Superintendent and the Committee.

6. TERMINATION OF EMPLOYMENT CONTRACT BY THE COMMITTEE:

A. **Good Cause:** Where good cause exists, the Committee may discharge the Superintendent upon a two-thirds vote, thereby terminating this contract prior to the expiration date above, provided the Superintendent has been informed of the charge or charges and cause or causes for her proposed discharge and has been given an opportunity for a meeting before the Committee prior to official action being taken. For purposes of this contract, "good cause" shall mean any ground that is put forth by the Committee in good faith, and which is not arbitrary, irrational, unreasonable or irrelevant to the task of maintaining an effective and efficient school system.

B. **Termination Procedure:** Termination under this Section shall not be implemented unless the Superintendent has been given thirty (30) calendar days prior written notice, delivered to her residential address, certified mail, return receipt requested, of an intended vote to dismiss her and a written statement of the reason or reasons for which termination is proposed and, if requested, a meeting before the Committee, at which the Superintendent may be represented by counsel. Said meeting shall be convened in executive session unless the Superintendent requests that it be public. Notwithstanding the foregoing, the Superintendent may be relieved of acting duty while termination is pending, where the Committee deems it in the best interest of the school community.

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 M.G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

7. **Salary Deductions:** The contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, teachers' retirement provisions and other deductions authorized by the Superintendent 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.

8. **CONSULTATIVE WORK:** The Superintendent may undertake and engage in consultative work or academic teaching assignments for which he may receive outside compensation; provided, however, that such activities do not in any manner interfere with the performance of his duties under this Agreement, violate any of the provisions of M.G.L. Chapter 268A or give the appearance of a conflict of interest. The Superintendent shall provide prior written notice to the Chairman of the Committee before engaging in any consultative work.

9. **CERTIFICATE:** The Superintendent shall furnish suitable evidence of an appropriate certificate qualifying him to act as Superintendent required by M.G.L. Chapter 71, Section 38G and further agrees to maintain said certificate in good standing throughout the term of this Agreement.

10. **ADMINISTRATION AND SUPERVISION OF SCHOOLS:** The Superintendent shall have the responsibility subject to law and legally binding contracts to organize, reorganize, and arrange the administrative and supervisory staff. Further, the administration or instruction and all business affairs shall be the sole responsibility of the Superintendent and include the selection, placement and transfer of personnel. The Superintendent shall be responsible for reviewing all preliminary selections for all Student Activities positions, including athletic coaches.

The Committee or any member thereof shall promptly refer to the Superintendent for his study and recommendation, all criticisms, complaints and suggestions brought to their attention. The Superintendent shall investigate and consider the same and report thereon to the Committee, as soon as practicable thereafter.

11. FRINGE BENEFITS:

- a. **Vacation:** The Superintendent shall be entitled to twenty (25) paid

vacation days, exclusive of legal holidays, between July 1 and June 30 of each year of the Contract, which days shall accrue at the commencement of the Agreement. The Superintendent shall be allowed to accumulate said vacation days up to a maximum of thirty five (35) days per year. On any June 30th of any year this Contract is in effect where his vacation days exceed thirty five (35) days, he shall be deemed to have forfeited and lost such excess days, without pay. The Superintendent shall be allowed to buy back ten (10) vacation days per year, with written notice to the Chair of the Committee.

- b. **Health Insurance:** The Superintendent shall be entitled to participate in all insurance (medical, hospital, and life) benefits and all other benefits currently available to other professional personnel, such benefits not to reduce benefits expressly provided for in the Contract or to be agreed upon in the future.
- c. **Sick Leave:** The Superintendent shall be entitled to fifteen (15) days of sick leave for each contract year of the Agreement. The Superintendent shall be permitted to accrue unused sick days up to one hundred fifty (150) days. The Committee will allow a one time accrual of 262 sick days. Once the accrued sick time falls below 150 days the maximum allowable sick days will remain at 150. Sick days are not eligible for buy back.
- d. **Personal Leave:** The Superintendent shall be entitled to two (2) days of personal leave each contract year. Personal leave may not be accumulated from year to year.
- e. **Bereavement Leave:** The Superintendent will be allowed leave with pay for up to five (5) days at any one time in the event of a death in the immediate family. Immediate family is defined as follows: spouse, parent, child, brother, sister, brother and sister of spouse thereof, grandfather or grandmother of either the Superintendent or Superintendent's spouse. At the discretion of the Chair of the School Committee additional time with or without pay may be allowed.
- f. **Business Expenses:** The Superintendent shall be entitled to reimbursement for necessary business expenditures after submission of receipts. Business expenditures include, but are not limited to, reimbursement for mileage for out of the school district at the then current

IRS rate. Any expense over \$2500 needs prior approval from the School Committee.

g. **Reimbursement for Expenses:** The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Contract. Any expense over \$2500 needs prior approval from the School Committee. Such expenses shall include, but not be limited to, costs of transportation and attendance at appropriate local, state and national conferences and dues resulting from membership in the Massachusetts Association of School Superintendents, the Massachusetts Association of School Personnel Administrators, the American Association of School Personnel Administrators, and the Association for Supervision and Curriculum Development. In the event the Superintendent accepts compensation to attend and/or speak at a professional event, the Committee shall not be required to compensate the superintendent for his expenses and travel costs.

12. **PERFORMANCE:** The Superintendent agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written agreement between the Superintendent and the Committee. Said exceptions shall be in writing signed by all parties.

13. **EVALUATION:** Subject to the requirements of the open meeting law, the committee shall annually evaluate the superintendent's performance and his working relationship with the Committee. The Superintendent shall be entitled to append his written comments or reflections concerning the evaluation to the document prior to its insertion in his personnel file.

14. **WARRANTY OF CREDENTIALS:** The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for dismissal.

15. **STATE RETIREMENT ASSOCIATION:** The Superintendent shall be a member of the Massachusetts Teachers Retirement System as required by Mass. Gen. L. ch. 32, Section 2

16. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement

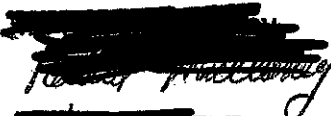
between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.

17. **INVALIDITY:** If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

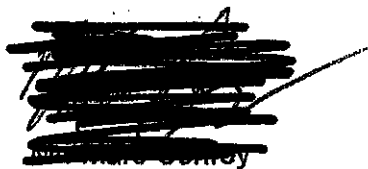
18. **INDEMNIFICATION:** The School Committee agrees to indemnify the Superintendent against any uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence resulting in bodily or other injury to any person or in damage to the property of any person while the Superintendent is acting within the scope of his employment or under the directions of the School Committee.

19. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled and determined by arbitration in accordance with the Voluntary Rules of the American Arbitration Association and judgment or decision by an Arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement. Any claim for arbitration hereunder shall be made within thirty (30) working days of the act or incident alleged as a basis for the claim or controversy.

IN WITNESS WHEREOF, the parties hereunto signed and sealed this Agreement and a duplicate thereof this 3rd day of November, 2020




Ms. 
Chair Millis School Committee



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APPENDIX A

Compensation

FY21 Salary

- \$182,000

FY22 Increase

- Salary - 2% Salary increase : \$185,640

FY23 Increase

- 2% COLA -Additional 1% merit increase based on mutually agreeable metrics set by School Committee and Superintendent during FY22.

****Metrics will be set no later than 1/22/22. If metrics are not set by this date the school committee will honor the 1% merit increase as an additional 1% COLA.**