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**CONTRACT OF EMPLOYMENT
BETWEEN
[REDACTED]
AND
THE NAHANT SCHOOL COMMITTEE**

This Contract of Employment (hereinafter "the Agreement") is made this second day of April 2016 by and between the School Committee of Nahant Public Schools (hereinafter referred to as "the Committee") and [REDACTED] (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 expectations, goals, 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,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts;

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

I. EMPLOYMENT

The Committee hereby agrees to employ the Superintendent as Superintendent of Nahant Public Schools for a one (1) year period, commencing on July 1, 2016 and ending on June 30, 2017. Thereafter, the term may be extended at the discretion of the Committee and the Agreement of the Superintendent for a successive two (2) year period. If a contract renewal is not anticipated, the Superintendent shall be notified on or before March 1, 2017.

The terms of employment are part time one hundred (100) days a year within the calendar year. The exact schedule for the Superintendent must be mutually agreed upon by both the Committee and the Superintendent prior to the commencement of the school year. The Superintendent is

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generally expected to be present in the school each week that school is in session. Any substantial deviation from this mutually agreed upon schedule must be discussed with and approved by the Committee.

II. RESPONSIBILITIES/DUTIES

The administration of school policy set 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. The parties hereto agree:

- 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 Nahant Public Schools consistent with state law and contract obligations. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis shall be part of the minutes of the meeting.
- 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 Nahant Public Schools shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction.
- c. The Superintendent and/or his designee(s) shall attend all regular and special meetings of the Committee and all committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the Nahant Public School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table during regular and special meetings of the Committee.
- d. The Committee shall make no agreement with any employee group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.
- e. The Superintendent shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committee, as they may be promulgated or modified from time to time.

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III. COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 810 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Superintendent's regular compensation shall include, in consideration for services provided:

A. Initial or Base Salary:

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

- a. The Committee shall pay the Superintendent an annual salary of forty-five thousand dollars (\$45,000). The Superintendent's annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.
- b. The Committee retains the right to adjust the Superintendent's annual salary upward during the term of this contract, or as amended hereto, without such adjustment constituting a new contract or extending the length of the contract.

B. Awards and Bonuses

- a. The Superintendent may be entitled to receive an annual award or bonus compensation. The award shall be based on the attainment of performance evaluation goals established by the Committee. Bonus compensation may consist of a dollar amount or a percentage of the Superintendent's current base salary. The performance evaluation criteria and bonus compensation shall be set forth by the Committee at the beginning of each school year.

C. Benefits

- a. The Superintendent position, due to its part-time nature, does not include paid vacation, sick leave, insurance, or health benefits.
- b. The Superintendent shall be entitled each year at no cost to himself Town of Nahant parking stickers for vehicles registered in his name.

D. Payment Schedule

- a. The Superintendent's salary and any other benefits and compensation granted him shall be paid in equal installments in accordance with Town practice unless otherwise agreed upon. All salary and/or benefits due under any provision of this contract, upon resignation, termination, or death shall be paid to the Superintendent or his her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

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IV. SALARY DEDUCTIONS

This Agreement 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.

V. EVALUATION

The Committee shall devote at least a portion of one meeting within the first month of each Contract Year to an evaluation of the Superintendent's performance and working relationship with the Committee. This performance evaluation shall be based upon performance criteria developed by the Committee with input from the Superintendent. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that his evaluations will be conducted in an open session meeting of the Committee.

VI. 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 MGL, c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided
- b. The Superintendent shall within five (5) calendar days of the time he is served with any summons, process, notice, demand or pleading, deliver a copy of the same to the Committee.
- c. With respect to matters arising during the term of this employment agreement or during the employment relationship, this indemnification provision shall survive expiration of the employment agreement or the cessation of the employment relationship by any means or cause.

VII. TERMINATION OF EMPLOYMENT AGREEMENT

During the term of the agreement, the Committee may suspend the Superintendent from his position as superintendent and or may terminate his employment and this Employment Agreement for insubordination, incompetency, neglect of duty, or other good cause. "Good 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 good cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge, or charges against him and the grounds on which such reason and or charge is based. Provided that the Superintendent has

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made a request in writing to the Chairperson of the Committee within ten calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reasons/ charges. Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have his legal counsel present to advise him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such review as may be provided under applicable law. In the event of termination pursuant to this paragraph, 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.

VIII. EARLY TERMINATION PROVISION

The Committee may terminate this employment agreement and the Superintendent's employment at any time without cause by providing the Superintendent with at least thirty (30) calendar days written notice and paying the Superintendent an early termination payment of two (2) months' salary minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Superintendent may terminate this Agreement at any time upon forty-five (45) days' written notice to the Committee, salary and benefits to end as of the final date of employment.

IX. ARBITRATION

The parties agree that any controversy, claim or dispute arising out of or relating to this contract, or the breach thereof, shall be resolved by arbitration utilizing the employment dispute resolution rules of the American Arbitration Association.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if a termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his/her position.

X. 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 a writing signed by the party against whom enforcement thereof is sought.

XI. INVALIDITY

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

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IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on this 2 day of April, 2016.

Superintendent

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

**EXTENSION OF CONTRACT OF EMPLOYMENT
BETWEEN**

[REDACTED]

**AND
THE NAHANT SCHOOL COMMITTEE**

This Extension of Contract of Employment (hereinafter "the Agreement") is made this 13 day of June by and between the School Committee of the Nahant Public Schools (hereinafter referred to as "the Committee") and **[REDACTED]** (hereinafter referred to as "the Superintendent").

Whereas a certain Agreement between the parties dated April 2, 2016, expires on June 30, 2017, and the parties want to extend and continue said Agreement; it is agreed that said Agreement is extended for an additional term commencing upon the expiration of the original term and shall now expire on June 30, 2019.

This extension shall be on all other terms and conditions as stated in the original Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on this 13 day of June, 2017.

[Signature]
Nahant School Committee

[Signature]
Superintendent

[REDACTED]

Extension of Contract of Employment

[REDACTED] and the Nahant, MA School Committee

This second extension of the Contract of Employment (hereinafter "the agreement") between the School Committee of the Nahant, MA Public Schools (hereinafter referred to as the "Committee" and **[REDACTED]** (hereinafter referred to as "the Superintendent" amends the Contract signed and sealed on April 2, 2016 consistent and according to article X of that agreement.

This second extension of the agreement replaces and makes void the first extension of the agreement signed and sealed on June 13, 2017.

Contract Article I – Employment

Whereas the agreement and first extension of the contract expire on June 30, 2019; it is agreed that the said Agreement is extended for an additional term which shall now expire on June 30, 2022.

Contract Article III A - Base salary

The Committee shall pay the Superintendent a base salary of forty-nine thousand six hundred dollars (\$49,600.) for the year July 1, 2018 to June 30, 2019.

Contract Article VIII - Early Termination Provision:

The parties agree that the Superintendent may terminate the agreement at any time upon four (4) months written notice to the Committee, salary and benefits to end as of the final date of employment.

This extension shall be on all other terms and conditions as stated in the original Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this extension agreement in quadruplicate on this 11 th day of September, 2018.

Nahant School Committee _____ Superintendent _____
[REDACTED SIGNATURE AREA]



NAHANT PUBLIC SCHOOLS

290 Castle Road

Nahant, Massachusetts 01908

Phone: 781 581-1600

Fax: 781 581-0440

Anthony Pierantozzi, Superintendent
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Debbie Connell, Director of Special Education
dconnell@johnsonschool.org

Salary Agreement between the Nahant School Committee and the Superintendent of Schools

Bonus –

A bonus of \$2080. Payable in FY 2019 was unanimously approved. This bonus does not increase the base salary.

Contract Article II Base Salary

The Committee shall pay the superintendent a base annual salary of fifty – two thousand and eighty dollars (\$52,080) for the FY 2020 – July 1, 2019 to June 30, 2020.

All other provisions of the second contract extension executed on September 11, 2018 shall be in effect.

This and all changes and extensions shall be on the other terms and conditions as stated in the original contract and are in effect throughout the employment of the superintendent, unless specifically amended in writing.

In Witness whereof, the parties have hereunto signed this agreement in quadruplicate on this 11 th day of June, 2019.

Nahant School Committee

Superintendent



NAHANT PUBLIC SCHOOLS

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Debbie Connell, Director of Special Education
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Kevin Andrews, Principal
kandrews@johnsonschool.org

Salary Agreement Between the Nahant School Committee And the Superintendent of Schools

Bonus –

A bonus of \$2,604. Payable in FY 21 was unanimously approved on October 27, 2020 and confirmed at a public School Committee Meeting on November 10, 2020. This bonus does not increase the base salary.

Contract Article II Base Salary

The Committee shall pay the superintendent a base annual salary of fifty –four thousand six hundred and eighty dollars (\$54,684) for the FY21 – July 1, 2020 to June 30, 2021.

All other provisions of the second contract extension executed on September 11, 2018 shall be in effect.

This and all changes and extensions shall be on the other terms and conditions as stated in the original contract and are in effect throughout the employment of the superintendent, unless specifically amended in writing.

In Witness whereof, the parties have hereunto signed this agreement in quadruplicate on this 10th day of November, 2020.



NAHANT PUBLIC SCHOOLS

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Mary DiGuardia, Director of Special Education

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Kevin Andrews, Principal
kandrews@johnsonschool.org

Salary Agreement Between the Nahant School Committee And the Superintendent of Schools

Bonuses-

- 1) A bonus of \$2,734.00 Payable in FY 22 was unanimously approved on August 24, 2021 and confirmed at a public School Committee Meeting on September 14, 2021. This bonus does not increase the base salary.
- 2) A one-time Covid 19 related retention bonus of \$2,734.00 Payable in FY 22 was unanimously approved on August 24, 2021 and confirmed at a public School Committee Meeting on September 14, 2021. This bonus does not increase the base salary.

Contract Article II - Base Salary

The Committee shall pay the superintendent a base annual salary of fifty –Seven thousand four hundred and eighteen dollars (\$57,418) for the FY22 – July 1, 2021 to June 30, 2022.

All other provisions of the second contract extension executed on September 11, 2018 shall be in effect.

This and all changes and extensions shall be on the other terms and conditions as stated in the original contract and are in effect throughout the employment of the superintendent, unless specifically amended in writing.

In Witness whereof, the parties have hereunto signed this agreement in quadruplicate on this 15th day of September, 2021.

[Redacted]
[Redacted]
[Redacted] Chair

Superintendent
[Redacted]