

**North Andover School Committee
Superintendent's Employment Contract**

Agreement made this --- day of June, 2020, between [REDACTED] hereinafter referred to as the "Superintendent," and the North Andover School Committee, hereinafter referred to as the "Committee".

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Employment

The North Andover School Committee hereby employs [REDACTED] as Superintendent of the North Andover Public Schools and [REDACTED] hereby accepts employment as Superintendent of the North Andover Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

- a) Employment shall commence July 1, 2020 and shall terminate June 30, 2023. This agreement specifically excludes any rollover provision.
- b) A "Contract Year" shall begin on July 1 and end on June 30.
- c) The Superintendent shall notify the Committee, in writing, on or before June 30, 2022, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- d) The Committee, on or before June 30, 2022, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2023, and as of such date the Superintendent's employment shall terminate.
- e) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2023.
- f) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2023, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

3. Compensation

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay:

July 1, 2020 to June 30, 2021 186,231.60

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

On or before the fifteenth day of May, of each calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation.

The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth day of June of each calendar year.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and shall manage the school district consistent with state law including but not limited to the municipal finance law (M.G.L. Chapter 44).

The Superintendent 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. Subject thereto, he shall organize, reorganize and arrange the administrative and supervisory staff as best serves the district; shall hire all school principals; shall hire all personnel to be assigned to more than one school except for positions otherwise governed by statute and as to the positions of assistant or associate superintendent, by whatever title, as to which he shall recommend individuals to the Committee for its approval or disapproval; shall review the hiring of all personnel to be employed exclusively in a particular school approving or disapproving the hiring of such personnel by the school principal; shall from time to time suggest regulations, rules and procedures as to educational and personnel issues and in general perform all the duties incident to the Office of Superintendent and such other duties as may be prescribed by the Committee from time to time. The Superintendent is expected to attend all Committee meetings and provide administrative recommendations on each item of business considered by the Committee. The Superintendent shall keep the Committee fully informed as to his administrative actions both as to reasons and outcomes.

The Superintendent shall fulfill all of the terms and conditions of this contract. Failure by the Superintendent to fulfill the obligations agreed upon in this contract will be considered a breach of this contract.

5. Goals and Objectives/Evaluation

The Committee and the Superintendent shall mutually agree to a set of goals and objectives in accordance with the DESE standards and indicators, including measurable outcomes and dependencies, on an annual basis. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract.

The Committee shall evaluate the performance of the Superintendent in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including, but not limited to, annual salary or compensation adjustments.

The Committee will publicly discuss and review the Superintendent's job performance with him once annually. The matter shall be scheduled as a regular agenda item for Committee business. The Superintendent must be present at the review. The discussion and the review shall be based on data collection (i.e.: surveys, interviews, public reports, personal knowledge) and any other input prepared by each member. The School Committee shall provide the Superintendent with a copy of the resulting report, or meeting minutes, and upon his request, copies of individual Committee member's evaluations, if any, after the review of his evaluation at the Committee meeting. Written statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to the final report.

It is the intent of the parties that individual committee members will have an opportunity to discuss with the superintendent all matters that are relevant to the duties of the superintendent, including all items that a committee member may wish to raise in subsequent public meetings. It is the intent of the parties that the superintendent will have an opportunity to discuss with the appropriate school committee member(s) all matters that are relevant to the duties of the school committee, including all items that the superintendent may wish to raise in subsequent public meetings.

The parties shall have the right to mutually waive formal performance assessment in any year of the Agreement by specific vote or inaction provided, however, that the Superintendent shall not be subject to discipline or discharge on the bases of neglect of duty in any year when the agreed upon performance assessment is not completed.

6. Outside Activities

The Superintendent shall devote his time, attention and energy to the business of the school system. However, with the advance approval of the Chairman of the Committee, he may serve, for compensation, as a consultant to other systems or educational agencies, lecture, engage in writing

activities and speaking agreements, and engage in other activities which are of a short-term duration.

7. License

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate license qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. Termination of Employment

A. Discharge for Good Cause

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

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

The Superintendent shall be subject to discharge for good cause by a majority vote of the School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, 15 days' notice of the time and place of a hearing thereon, and a hearing before the Committee, which hearing shall be open to the public if the School Committee so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at his own expense. In the event that the Superintendent is dissatisfied with the final dismissal decision of the Committee, he may seek review of that decision by requesting arbitration. Such request shall be submitted to the American Arbitration Association within thirty calendar days from the date of receiving notice of his dismissal by the Committee. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association consistent with the provisions of G.L. Chapter 71, Sections 41 & 42. The parties agree that the remedial authority of the arbitrator shall be limited to an award of money not to exceed the remaining salary that would be due pursuant to this contract, if any, and

shall not include the authority to reinstate the Superintendent. The fee for the arbitration shall be split equally between the two parties involved in the arbitration.

B. Termination by Mutual Consent

The Committee and the Superintendent may mutually agree to terminate this employment contract upon ninety (90) days' written notice.

C. Unilateral Termination by the Superintendent

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of one hundred fifty (150) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the each member of the Committee. The Superintendent may request, and the Committee may consider termination on less than (150) one hundred fifty (150) day notice.

D. Administrative Leave

At any time during the term of this Contract when the Committee Chairperson deems it in the best interest of the district, he or she may place the Superintendent on administrative leave with full pay and benefits. Such administrative leave shall continue until the Committee as a whole meets and decides otherwise.

E. Medical Competency

The Committee may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Committee shall select the physician who will conduct the examination. The examination shall be done at the expense of the Committee. The physician shall limit his/her report to the issue of whether the Superintendent has a continuing disability which prohibits him from performing his duties. If, in the opinion of the physician, the Superintendent is unable to resume the performance of his duties, the Committee may terminate this contract and such termination shall be considered good cause.

9. Reimbursement for Travel, Expenses, and Dues

During each Contract Year, the Committee shall directly pay an annual stipend to the Superintendent the amount of three thousand five (\$3,000) for the availability and use of his personal vehicle and/or travel in the conduct of school department business.

During each Contract Year, the Committee shall reimburse the Superintendent up to one thousand two hundred dollars (\$1,200) for the use of his personal cell phone for the conduct of school department business.

10. Sick Leave and Disability

A. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to fifteen (15) days of sick leave during each Contract Year. Sick leave may be accumulated up to a maximum of two hundred twenty (225) days. There shall be no sick leave buyback. Sick days have no cash value, and therefore cannot be cashed-out or bought back.

B. Disability

In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, or any advancement of sick leave has been exhausted, the compensation shall be resumed as of the day the Superintendent returns to employment and undertakes the full discharge of his duties. For the purpose of this section, upon exhaustion of his sick leave accrual, the Committee may advance up to the maximum number of sick days available to the Superintendent for the current Contract Year.

11. Health Insurance

The Superintendent shall be entitled to the maximum health, life, dental, and disability insurance coverage as offered to all other employees of the District pursuant to the terms and conditions established by the Town of North Andover. This annual compensation will continue for the life of this contract, however, the health insurance benefit shall be reviewed annually during open enrollment.

12. Vacations

The Superintendent shall be entitled to twenty-five (25) days of vacation a year during the Contract Years of this agreement. Vacation days are accrued at a rate of 2.1 days per month beginning on July 1 of each of the Contract Years. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Committee will permit the Superintendent to take vacation time in arrears provided that if this contract is terminated any vacation days taken in excess of the accrued vacation time will be deducted from the Superintendent's final paycheck. The Superintendent shall be allowed to carryover up to five (5) days from any one (1) Contract Year to the next. The maximum accumulation of vacation days at any one time shall be thirty (30) days. Any additional days will be forfeited.

13. Bereavement Leave

The Superintendent shall be granted up to five (5) days leave with pay on account of death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister or member of the household in which the Superintendent is living. An absence of up to three (3) days shall be granted for the purpose of attending the funeral of the Superintendent's grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law or brother-in-law.

14. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of two (2) days for each Contract Year for personal reasons. Up to two (2) personal days may be used per Contract Year. The Chair of the Committee shall be notified of all personal leave days in advance. There is no carry-over or cash value for personal days, and any days unused will expire at the end of each Contract Year.

15. State Retirement Association

The Superintendent shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

16. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

17. Indemnification

The Committee shall indemnify, defend and hold the Superintendent harmless from any legal claims arising out of his duties as Superintendent, in accordance with, and to the extent permitted by Massachusetts General Laws, Chapter 258, Section 9. Legal representation in such cases will be provided by the School Committee's insurance carrier or legal counsel. If the Superintendent wishes to choose his own counsel, any legal fees or expenses must be approved in advance by the Committee Chair. The Superintendent shall diligently assist in any litigation, or in the defense of any claim, to which this indemnification applies.

18. 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. This may not be changed except by agreement of all parties in writing.

19. Invalidity

If any paragraph 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.

IN WITNESS THEREOF, the undersigned have executed this contract the day and year aforesaid.

North Andover School Committee


Chairman

Superintendent of Schools