

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

Agreement made this ____ day of _____, ____ between _____, hereinafter referred to as the "Superintendent," and the North Reading 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 Committee hereby employs _____ as Superintendent of the North Reading Public Schools and _____ hereby accepts employment as Superintendent of the North Reading Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

A) This agreement shall commence January 2, 2020 and shall terminate June 30, 2023. This agreement specifically excludes any rollover provision.

B) The Superintendent shall notify the Committee, in writing, on or before June 1, 2022, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.

C) 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 such date the Superintendent's employment shall terminate.

D) 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 January 1, 2023.

E) 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:

January 2, 2020 to June 30, 2020	\$170,000 (prorated)
July 1, 2020 to June 30, 2021	\$175,100
July 1, 2021 to June 30, 2022	\$180,353
July 1, 2022 to June 30, 2023	\$185,764

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.

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 all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform duties at such time and places and in such manner as the Committee may from time to time direct.

The administration of school policy set by the Committee pursuant to M.G.L. c. 71 section 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, section 59. 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 "School District" consistent with State Law and contract obligations.
- B) The administration of the 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 "School District" shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or his staff under his direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first day of employment.
- 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 subcommittees and make recommendations on all matters affecting the School 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.
- D) Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent 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.
- F) The Superintendent is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

5. Goals and Objectives

The Committee and the Superintendent shall mutually agree to a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Chair of the Committee, or his or her designee, signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

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

6. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities of Superintendent.

7. Licensure

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. Dismissal or Suspension

The Committee may terminate this agreement, prior to its expiration, due to inefficiency, incompetency, incapacity, conduct unbecoming a superintendent or other good cause as determined by the Committee by a majority vote. Termination under this provision may not be implemented unless the Superintendent has been given thirty (30) days' notice of an intended vote to dismiss him, and, if requested, a written statement of the charge or charges for which termination is proposed and, if requested, a hearing before the Committee at which he may be represented by counsel and call witnesses on his behalf.

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 provision 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.

9. Arbitration

A) Scope of Controversy - Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the

time it is filed. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C. 150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes.

B) Arbitrator's Authority - The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

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 the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

10. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

11. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, up to fifteen (15) days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of one hundred eighty (180) days. There shall be no "sick leave buyback." Sick leave may be used for personal illness and disability. In addition to personal illness or injury, sick leave may be utilized when emergency illness or injury in the family requires _____ to make arrangements for necessary medical and nursing care. _____ shall receive an annual statement of accumulated sick leave.

12. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

13. Vacations

The Superintendent shall be entitled to twenty-five (25) days of vacation during each contract year of this agreement credited at the commencement of each fiscal year. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent shall be allowed to carryover up to fifteen (15) days from any one (1) year to the next. The Superintendent shall be entitled to buy back up to ten (10) unused vacation days annually at that year's per diem rate (260 days/fiscal year).

At the expiration, or the voluntary termination of the Agreement, the superintendent shall receive a sum equal to his then current per diem rate of pay for up to forty (40) days accumulated vacation.

14. Bereavement Leave

The Superintendent shall be granted up to five (5) days leave with pay on account of death in the immediate family (spouse, child, in-laws, parents, sibling, grandparents or other member of the immediate household). This may be extended at the discretion of the Chair of the Committee.

15. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of five (5) days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

16. Religious Days

Religious Holidays will be allowed. They are not to be charged against personal or sick leave.

17. Day before certain Holidays

The Superintendent shall not be required to work on December 24 or December 31.

18. Graduate Credits In-Service: The Superintendent will be paid \$275 for each nine (9) earned graduate beyond the master's degree or in-service credits directly related to his work as Superintendent and authorized and approved by the Superintendent up to a maximum of \$3,300 for 108 credits.

19. Insurance and Annuities

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction. The Superintendent shall receive the same fringe benefits including but not limited to individual or family group health insurance and life insurance as accorded to employees. The district shall pay for such benefits at the maximum percentage for such benefits that are paid for any employees of the district. Additionally, the district shall annually provide access to approved tax sheltered annuity plans.

20. Professional Development: The Superintendent will remain professionally current and meet the requirements to retain certification under the Education Reform Act. The School Department shall annually reimburse the Superintendent for the reasonable costs associated with the attendance at and expenses of professional conferences, publications, dues, and memberships. Attendance at all conferences is subject to the prior approval of the Chair of the Committee. In addition the District will reimburse the Superintendent annually for actual costs of tuition up to a maximum of one thousand dollars (\$1,000) per course. Courses will be approved by the Chair of the Committee based upon relevancy to the field of education. A minimum grade of B minus, pass, or satisfactory is required.

21. Group Income Protection Insurance

The Superintendent may purchase group income protection insurance, payments to be made by payroll deduction.

22. State Retirement Association

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

23. Warranty of Credentials

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

24. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of one hundred twenty (120) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider, termination on less than one hundred twenty (120) days' notice.

25. 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 M.G.L. c.258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body for any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$500.00 whichever is greater.

B) With prior notice to and approval by the Committee, the Superintendent may retain, at the expense of the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Counsel in the defense of such action.

C) This indemnification provision, Article XI, A.B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

26. 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 to enter into by either party other than those contained herein. This may not be changed except by agreement of all parties in writing.

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

Superintendent

Chair, North Reading School Committee

Date

Date