

**ADDENDUM  
TO THE  
EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE PALMER SCHOOL COMMITTEE  
AND  
THE SUPERINTENDENT OF SCHOOLS**

This addendum shall be attached to and incorporated into the Employment Agreement (hereinafter referred to as "Agreement"), having an effective date of January 1, 2016, made between \_\_\_\_\_ (hereinafter referred to as "Superintendent") and the **School Committee of Palmer Public Schools** of Palmer, Massachusetts (hereinafter referred to as the "School Committee").

In consideration of the promises contained herein, the School Committee and the Superintendent mutually agree to modify the Agreement as follows:

1. Employment: The School Committee and the Superintendent hereby agree to extend the term of the Agreement for an additional period of two (2) years, which will provide for an expiration date of June 30, 2024.
2. This Addendum shall be attached to the current Agreement, and shall be made a part thereof.
3. The current Agreement remains in full force and effect, and is not modified in any way other than as specifically referenced above.

IN WITNESS WHEREOF, the Palmer School Committee has caused this Addendum to be signed and sealed on its behalf of Andrea Mastalerz, its chairperson duly authorized by vote of the Committee, and this Addendum has been signed and sealed by Superintendent on the date as first set forth below.

PALMER SCHOOL COMMITTEE

By: \_\_\_\_\_

Andrea Mastalerz, Chairperson

SUPERINTENDENT

BY: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_

6/24/19

Date: \_\_\_\_\_

6/24/2019

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This Addendum shall be attached to and incorporated into the Employment Agreement (hereinafter referred to as "Agreement"), having an effective date of January 1, 2016, made between - after referred to as "Superintendent") and the **School Committee of the Palmer Public Schools of Palmer, Massachusetts** (hereinafter referred to as the "School Committee").

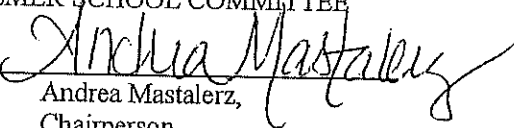
In consideration of the promises contained herein, the School Committee and the Superintendent mutually agree to modify the Agreement as follows:

1. Employment: The School Committee and the Superintendent hereby agree to extend the term of the Agreement for an additional period of three (3) years, which will provide for an expiration date of June 30, 2022.
2. This Addendum shall be attached to the current Agreement, and shall be made a part thereof.
3. The current Agreement remains in full force and effect, and is not modified in any way other than as specifically referenced above.

IN WITNESS WHEREOF, the Palmer School Committee has caused this Addendum to be signed and sealed on its behalf by Andrea Mastalerz, its chairperson duly authorized by vote of the Committee, and this Addendum has been signed and sealed by } Superintendent, on the date as first set forth below.

PALMER SCHOOL COMMITTEE

By:

  
Andrea Mastalerz,  
Chairperson

SUPERINTENDENT

By: \_\_\_\_\_

Superintendent

**PALMER PUBLIC SCHOOLS**  
**CONTRACT OF EMPLOYMENT**  
**FOR SUPERINTENDENT OF SCHOOLS**

This contract made this **18<sup>th</sup> day of November, 2015** by and between the Palmer School Committee hereinafter referred to as the "Committee" and \_\_\_\_\_ 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 will improve 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 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:

**EMPLOYMENT**

The "Committee" hereby agrees to employ the "Superintendent" as Superintendent of the Palmer Public Schools for a period to commence on January 1, 2016 and to end on June 30, 2019.

Notice of the School Committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at her address by January 1, 2019. This agreement by the parties without further action by the parties shall be extended for successive periods of one (1) year each July 1<sup>st</sup> if the School Committee does not give notice to the Superintendent of its intent to terminate the contract by January 1<sup>st</sup>.

**RESPONSIBILITIES/DUTIES**

Administration of Schools

The administration of school policy and establishment of a budget are accomplished 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 and related provisions. The parties hereto agree that:

(A) The "Superintendent" shall administer curriculum and instruction, and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the Palmer Public Schools consistent with state law and contract obligations. Consistent with state law or regulations these duties may be delegated to other administrators and principals.

(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 Palmer Public Schools shall be through the "Superintendent" and the Business Manager. Duties and responsibilities therein shall be performed and discharged by the Superintendent, or by her staff under her direction. Regular duties include supervisions and oversight of any and all federal and state grant programs.

The "Superintendent" and/or her designee(s) shall have the right to attend all regular and special meetings of the School Committee and all committee or subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the Palmer Public Schools. 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.

(D) Criticisms, complaints, and suggestions concerning personnel or the operation of the Palmer Public Schools, 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 Palmer Public Schools, and to ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall respond back to the Committee in a timely manner regarding the results of the study, disposition, or recommendation.

(E) The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out her statutory, managerial, administrative, or supervisory responsibilities.

(F) The Superintendent is assured that Committee rules, regulations, or policies are not in conflict with this contract nor state law. Where such conflict exists, this contract or state law shall supersede such rules, regulations, or policy.

### EVALUATION

The Committee shall annually, on or about May 1<sup>st</sup>, evaluate the performance of the Superintendent in writing in accordance with the DESE Model System for Educator Evaluation, which clearly articulates the goals, objectives, and standards by which the Superintendent's performance will be measured. Such instrument shall be considered as part of and incorporated by reference in this document. In the event the Committee determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The Superintendent may respond to the evaluation in writing, and may attach her response to the evaluation in her file.

The performance assessment shall be used for the following purposes:

(1) to strengthen the working relationship between the Palmer Public Schools and Superintendent, and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies on the Superintendent to fulfill; and

(2) to discuss and establish reasonable expectations and goals for the ensuing year.

The Superintendent shall meet with the Committee after compilation of the composite evaluation, at least once each year, for the purpose of discussing her performance as well as the working relationship between the Committee and the Superintendent.

The Committee, individually and collectively, shall promptly refer to the Superintendent, in writing for her study, review and response, any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the Palmer Public Schools or her performance. It is acknowledged by the parties that complaints or charges concerning a public employee are to be considered in executive session in accordance with M.G.L. c. 30A, § 21.

### REGULAR COMPENSATION

The Superintendent's regular compensation shall include, in consideration for services provided:

#### A. SALARY

The Committee shall provide the following as part of the Superintendent's compensation for all services rendered:

##### 1. Salary

For the 2015-16 school year, the Committee shall pay the Superintendent an annualized salary of one hundred-thirty two thousand five hundred dollars (\$132,500) to be prorated for the period between January 1, 2016 and June 30, 2016.

2. Salary for the 2016-2017 will be one hundred-thirty two thousand five hundred dollars (\$132,500), increases during the 2017-2018 and 2018-2019 contract years will be subject to negotiations.

3. The Superintendent's salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto, unless by mutual agreement between the Superintendent and the Committee or in accordance with Section B (1 & 2) below.

##### Payment Schedule

4. The Superintendent's salary shall be paid in equal installments in accordance with the Palmer Public Schools' practice, unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the Superintendent or her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

## B. INSURANCE, AND OTHER REGULAR COMPENSATION FOR SERVICES

1. Insurance Benefits: The Superintendent shall be eligible to participate in the same health and life insurance benefits provided to other employees employed by the Palmer Public Schools, subject to the same terms and conditions of said coverage, and at the same rate of contribution applicable to those employees.

2. Other Benefits: The Superintendent shall be entitled to all other benefits currently available, or which may become available during the term of this contract, to professional employees of the Palmer Public Schools.

3. Vacation: Effective January 1, 2016, the Superintendent shall receive twenty-five (25) working days of vacation annually (to be prorated based upon the January 1<sup>st</sup> commencement date), which shall be credited on the first day of each contract year. In the event that this Contract is terminated for any reason prior to its expiration date, the Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. A maximum of ten (10) vacation days may be carried over into the following contract year. In addition to vacation under this paragraph, the Superintendent shall be entitled to leave with pay on each holiday recognized by the Committee as well as three (3) personal days annually. The Superintendent will schedule her vacation in consultation with the Chairperson of the Committee, with the understanding that the Superintendent's vacation must not interfere with the budget process, or other major initiatives of the Palmer Public Schools.

4. Effective January 1, 2016, the Superintendent shall accrue twenty (20) days of sick leave (to be prorated based upon the January 1<sup>st</sup> commencement date) on the first day of each contract year (i.e. July 1<sup>st</sup>), to maximum accrual of two hundred thirty (230) days. At the end of each contract year, the Superintendent shall provide written notice to the Committee regarding the number of vacation and sick days she has used, and the balance of accrued vacation and sick days she has remaining. The Committee, at its sole discretion, may grant additional sick leave to the Superintendent beyond the terms provided herein.

## EXPENSE REIMBURSEMENT

### A. Travel and Routine Expenses

The Superintendent will be reimbursed for all approved expenses reasonably incurred in the performance of her duties. Such expenses shall include, but shall not be limited to attendance, food and lodging expenses; if applicable, at appropriate state and national meetings and conferences. All out-of-state travel, or travel exceeding five hundred dollars (\$500) of other kinds, must be approved in advance by the Committee. The Superintendent will receive seven hundred fifty dollars (\$750) annually for the use of her vehicle for school business. Out of town use of her vehicle for school business will be reimbursed at the rate established by the Town.

### B. Professional Memberships

The Committee shall pay the Superintendent's dues for membership in the Massachusetts Association of School Superintendents (MASS). The Committee, in its discretion, may fund other professional memberships, upon request by the Superintendent.

#### C. Professional Development

The Committee and the Superintendent recognize that fulfillment of Committee policies and the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development, the Committee shall pay for the Superintendent's participation in one state educational conference. Attendance at additional conferences is subject to the approval of the School Committee.

#### D. Mobile Phone

The Superintendent shall receive an additional forty-five dollars (\$45) per bi-weekly payroll for use of her mobile phone.

### CERTIFICATION

The Superintendent shall, at all times while she is Superintendent, possess a valid certificate to act as a Superintendent of Schools in the Commonwealth of Massachusetts.

### DISCHARGE

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 stated above, provided the Superintendent has been informed of the charge(s) and cause(s) for her proposed discharge, and has been given an opportunity for a hearing before the Committee prior to official action being taken.

B. Hearing Procedures: Said hearing shall be convened in Executive Session, unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide fourteen (14) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action, and copies of all relevant documents on which the Committee intends to rely for such action.

### RESIGNATION

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon sixty (60) calendar days notification from the Superintendent, unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

### SALARY DEDUCTIONS

This contract 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.

## ARBITRATION

### A. Scope of Controversy

Any and all controversies 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, excluding claims based on state or federal anti-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. 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 and standards of M.G.L. c. 150C or if G.L. 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

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within six (6) months of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. 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 pursuant to the provisions of this contract.

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 her position.

## INDEMNIFICATION

A. The Committee shall at all times indemnify and hold harmless the Superintendent 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, 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 Division of Labor Relations, or other body for any day or part thereof during which such assistance is rendered at her then effective per diem rate of pay or \$500.00, whichever is less.



B. The Superintendent may retain, at the expense of the Committee and upon prior notice to 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 for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee's Counsel in the defense of such action.

C. This indemnification provision, Sections A, B, and C, shall survive expiration of this employment agreement or the cessation of the employment relationship.

**ENTIRE AGREEMENT**

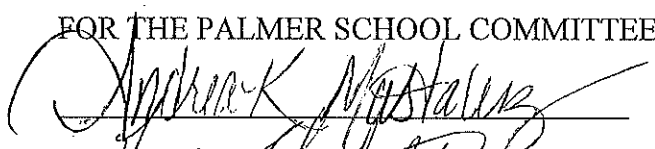
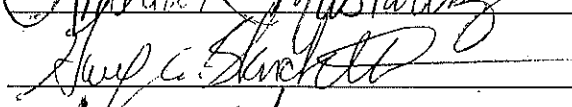
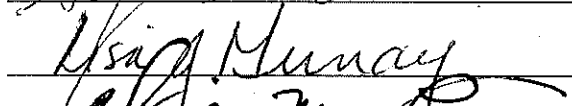
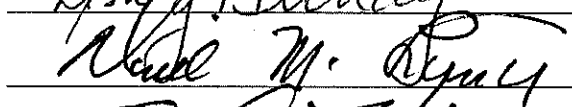
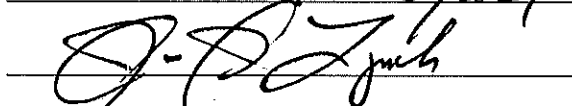
This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a written amendment signed by both parties to this Agreement.

**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 both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written below.

\_\_\_\_\_  
Superintendent  
Dated: 11/18/15

FOR THE PALMER SCHOOL COMMITTEE  
  
  
  
  
  
Dated: 11/18/15