

CONTRACT OF EMPLOYMENT

Superintendent

This AGREEMENT is made by and between the PLYMOUTH SCHOOL COMMITTEE, hereinafter referred to as the "Committee", and [REDACTED], hereinafter referred to as the "Superintendent."

WHEREAS, the Committee desires to employ the services of said [REDACTED] as Superintendent of Schools of the Town of Plymouth School System; and

WHEREAS it is the desire of the Committee to provide certain benefits and establish certain working conditions of said Superintendent; and

WHEREAS [REDACTED] desires to accept employment as the aforesaid Superintendent of Schools; therefore

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

1.0 EMPLOYMENT

- 1.1 The Committee hereby employs [REDACTED] as Superintendent of Schools of the Public Schools of the Town of Plymouth, and Christopher S. Campbell, Ed.D. hereby accepts employment as Superintendent of said school system.

2.0 TERM OF EMPLOYMENT

- 2.1 The term of employment commences on September 8, 2020 and ends on June 30, 2024. The Contract of Employment for [REDACTED] as Assistant Superintendent for Administration and Instruction is terminated as of the date of commencement of this Contract of Employment. Any sums due to [REDACTED] under his Contract of Employment as Assistant Superintendent shall be prorated to reflect the portion of the year worked under such contract. Otherwise, and except as expressly provided herein, the terms of such contract shall cease to have effect as of the commencement date of this Contract.

3.0 EXTENSION OF TERM OF EMPLOYMENT

- 3.1 The term of employment, including all the terms and conditions of this Agreement, shall be automatically extended beyond the above-stated termination date, for a period or periods of one (1) year, (July 1 to June 30) unless the School Committee hereto notifies the Superintendent, in writing, of its intent not to extend this Agreement or any extended Agreement, by December 31, 2023 prior to the original termination date (June 30, 2024) or by December 31 prior to any subsequent termination date (also June 30 of the applicable year).

- 3.2 The parties agree to negotiate additional or modified terms and conditions of

employment for this or any extended term of employment at any and all reasonable times and agree to do so, if requested, in advance of the notification date for terminating this Agreement or any extension hereof.

- 3.3 No modification or changes in the provisions of this Agreement shall become effective and binding upon the parties unless and until they shall be set forth in writing and signed by the parties hereto.

4.0 DUTIES OF THE SUPERINTENDENT

- 4.1 The Superintendent shall at all times faithfully, industriously and to the best of his ability, experience, and talents perform all the duties and functions of the Superintendent of Schools pursuant to all applicable federal, state and local (Town of Plymouth or Committee) laws, by-laws, regulations and policies including those of the Massachusetts Board of Education.
- 4.2 The Superintendent shall perform such other duties as may be specified in the Superintendent's job description which is attached hereto, and incorporated herein as EXHIBIT "A", as well as such other tasks and/or duties as may reasonably be assigned by the Committee, all of which are subject to the provisions of state law.
- 4.3 The Superintendent shall serve as the Chief Executive Officer of the Plymouth Public Schools and, as such, the Superintendent shall have all authority incidental thereto, including the authority to manage the school system as provided by all applicable federal, state and local laws and the policy determinations of the School Committee.
- 4.4 The Superintendent recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Committee and will expend the time and effort necessary to achieve the goals and purposes of the Plymouth Public Schools.

5.0 CERTIFICATION

- 5.1 If, and as required, the Superintendent warrants that he is properly certified and/or licensed by the Commonwealth of Massachusetts to act as a Superintendent of Schools and he shall maintain said certifications and/or licenses throughout the term, or any extension, of this Agreement. The Superintendent shall immediately inform the Committee of any problems or difficulties pertaining to certification, recertification and/or licensing.

6.0 EVALUATION OF PERFORMANCE OF THE SUPERINTENDENT

- 6.1 The parties shall employ an evaluation system consistent with the DESE Model System for Superintendent and District-Level Administrators, including model rubrics developed by DESE. The evaluation cycle shall include the five steps referenced therein, including a self-assessment,

goal-setting, plan implementation and collection of evidence, a mid-cycle updated provided by the Superintendent to the School Committee, and an end-of-cycle summative evaluation.

- 6.2 The Committee shall evaluate and assess in writing the performance of the Superintendent, using a written instrument which has been approved and adopted by the Committee (a copy of the currently approved and adopted instrument is attached hereto and incorporated herein, and marked as Exhibit "B") and shall do so at least annually during the term, or any extension, of this Agreement.
- 6.3 Said evaluation should be completed by the Committee by April 30 of each year in the ordinary course but in any event before the date of the annual town election.
- 6.4 The parties agree to meet annually, following the completion of the evaluation, or more frequently upon the reasonable request of either party, for the purpose of reviewing same and for making suggestions relative thereto.
- 6.5 As part of the evaluation process, the Superintendent shall recommend goals and objectives to be included with the goals and objectives as recommended by the School Committee. Both sets of goals and objectives will then be discussed, by and mutually agreed upon by both the Superintendent and the School Committee. Said agreed upon goals and objectives shall become a part of the Superintendent's evaluation.

7.0 COMPENSATION

- 7.1 The Committee shall pay the Superintendent an annual base salary of one hundred ninety-two thousand (\$192,000.00) dollars (prorated for the partial year of September 8, 2020 to June 30, 2021), payable in equal bi-weekly installments and subject to such deductions as may be authorized by the Superintendent and as may be required by law.
- 7.2 The Committee may adjust the Superintendent's annual base salary during the term of this Agreement, or any extension thereof, but in no event shall any such adjustment or adjustments cause the Superintendent's annual base salary to be reduced below the then effective annual base salary. Any adjustments of the annual salary shall, prior to their becoming effective, be memorialized in writing and signed by the parties hereto and shall be attached to and become a part of this Agreement.
- 7.3 After the end-of-cycle summative evaluation is completed, the parties will confer regarding salary for the upcoming year. The Committee shall consider granting the Superintendent an increase in salary to become effective, if at all, at the discretion of the Committee, but in any event the first such raise for a given fiscal year shall be effective no later than July 1 of that fiscal year, and which increase, if any, shall be added to the applicable annual base salary and the total shall become the "new" or effective annual base salary, provided, however, the Committee shall not be required to grant any such

increase.

- 7.4 The annual base salary shall be increased by two thousand dollars (\$2,000) for the bearer of a Master's degree plus thirty (30) credits and an additional (\$2000) for the bearer of a Master's degree plus forty-five (45) credits or a Certificate of Advanced Graduate Study (CAGS) and an additional two thousand dollars (\$2,000) for the attainment of a doctorate degree. The Superintendent shall deliver to the Committee an official transcript from an institution accredited by one of the six national accrediting associations, as a condition of receiving such increase(s). (These amounts shall be prorated for the partial year of September 8, 2020 to June 30, 2021),
- 7.5 At the end of FY21, the Superintendent may receive a performance incentive as part of his regular salary for achieving his goals at a rate of \$500 per goal, up to \$2000 total. Effective at the end of the evaluation cycle for FY22, the Superintendent may receive a performance incentive as part of regular salary for achieving his goals at a rate of one thousand dollars (\$1,000) for each of four goals. The goals and the criteria for achieving each of the goals will be agreed upon by the Superintendent and the Committee. The achievement determination of each goal will be completed as part of the Superintendent's evaluation. Each Committee member will submit a written determination as to whether each goal has been met completely, partially or not met. The Chair will develop a composite based on the written determination of each member. The Superintendent may receive partial payment for partial completion of each goal.
- 7.5.1 Performance incentive payment due during a work year will be paid by a payroll check prior to the end of the fiscal year.
- 7.6 The Superintendent who has completed twenty (20) years of service in the Plymouth Public Schools or ten (10) years as an administrator in the Plymouth Public Schools will receive longevity payments in the amount of Thirty-five hundred dollars (\$3500) per year as part of regular compensation. (This amount shall be prorated for the partial year of September 8, 2020 to June 30, 2021).
- 7.7. In any year of employment the total annual salary shall be the sum of the defined annual base salary plus adjustments and/or increases authorized by the Committee in accordance with Sections 7.2 through 7.7 above.

8.0 SUPERINTENDENT'S BENEFITS

- 8.1 In addition to the annual salary provided to the Superintendent, he shall be entitled to receive the following benefits:
- 8.1a **VACATIONS** During the balance of FY21, the Superintendent shall have available to him the vacation days accrued in his position as Assistant Superintendent as of the date of termination of his employment contract applicable to that position. Thereafter, beginning with FY22, during each year of employment, the Superintendent shall be entitled to twenty-five (25) working days of vacation, with pay, exclusive of

holidays and weekends. "Holidays" shall include those holidays granted by the Committee to any of its employees.

- 8.1b At the end of FY21, the Superintendent may return any and/or all of his earned but unused vacation days, for which he will be paid at his last Assistant Superintendent per diem rate. At the end of FY21, the Superintendent may carry over into FY22 up to fifteen (15) earned but not used or returned vacation days. Such days may be used in a subsequent year, but vacation days shall not accumulate beyond a maximum of forty (40).

Thereafter, at the end of each fiscal year, the Superintendent may "carry-over" from one year to another up to fifteen (15) earned, but not used or returned vacation days. Said days may be used in a subsequent year. Vacation days may not accumulate beyond a maximum of forty (40).

- 8.1c Beginning with FY22, The Superintendent may, during any year of employment, return up to ten (10) days of his earned, but unused vacation entitlement for which he will be paid at his then applicable per diem rate of pay.
- 8.1d Upon termination of employment the Superintendent or his estate, as the case may be, shall be paid for earned, but not used or returned vacation days at his then applicable per diem rate of pay for each such day. If the Superintendent's separation from employment occurs during the fiscal year, the pay out of vacation days credited for that year shall be prorated in accordance with the portion of the fiscal year during which the Superintendent was employed.
- 8.1e The Superintendent's work year shall be all regular work days, Monday through Friday, exclusive of all legal or school year holidays.
- 8.1f The Per Diem rate shall be the applicable total annual salary, including all items listed as regular compensation, divided by two hundred twenty-five (225).
- 8.1g TAX SHELTERED ANNUITY The Committee will, upon written notification of the Superintendent, enter into an agreement with the Superintendent to reduce the amount of his salary to the extent permitted by Section 403 and 457 of the Internal Revenue Code, as amended, and to apply the amount of said deduction in salary to the purchase of a tax sheltered annuity plan for the Superintendent.

Deductions will be made in equal amounts each pay period by the Committee from the Superintendent's paycheck. The Committee shall pay an annuity contribution of thirty percent (30%) of the employee contribution to a 403 and/or 457 account, subject to a maximum employer contribution of \$7,800.00 per fiscal year (This benefit shall be prorated for the partial year of September 8, 2020 to June 30, 2021).

8.2 HEALTH BENEFITS AND OTHER INSURANCE

- 8.2a** The Superintendent shall be eligible for health insurance benefits to the same extent and upon the same terms and conditions as other Town of Plymouth employees.
- 8.2b** The Committee shall provide and pay for a life insurance premium and disability insurance premium of Three Thousand two Hundred Dollars (\$3200) for a life insurance policy and a disability insurance policy on the Superintendent directly to an insurance company chosen by the Superintendent.
- 8.2c** In the event the Superintendent is not an insured person under the town's liability policy or policies of insurance for coverage of at least one (1) million dollars (\$1,000,000), the Committee will purchase the supplemental insurance needed to secure such coverage.

8.3 SICK LEAVE

- 8.3a** The Superintendent shall be entitled to fifteen (15) days of paid sick leave per year as of July 1 of each year.
- 8.3b** Sick leave days may be accumulated from year to year to a maximum equal to the Superintendent's work year of two hundred twenty five (225) days. Sick leave days accumulated under Dr. Campbell's contract of employment as Assistant Superintendent, which remain unused as of the date of termination of such contract and commencement of this contract, are carried over into this contract, up to a maximum of 225.
- 8.3c** The Superintendent shall have the same entitlement for the buyback of earned but unused accumulated sick leave upon his termination of employment made in compliance with the provisions of this Agreement, retirement into the applicable public retirement system or upon his death, as exists at that time in any collective bargaining agreement or negotiated contract with the Committee.

8.4 AUTOMOBILE

- 8.4a** The Superintendent shall have the right to use his personal automobile for official Committee business, whereupon the Superintendent shall be reimbursed for said travel within the School District at the rate set by the Internal Revenue Service up to Eight Thousand Dollars (\$8,000) annually (this amount shall be prorated for the partial year of September 8, 2020 to June 30, 2021), and outside the School District at the rate as set by the Internal Revenue Service.

8.5 PROFESSIONAL DUES

- 8.5a** The Committee shall pay the annual dues for the Superintendent's membership in the following organizations:

1. American Association of School Administrators;
2. Massachusetts Association of School Superintendents;
3. Association for Supervision and Curriculum Development;
4. Other organizations as the Superintendent and the School Committee deem appropriate.

8.6 OTHER PROFESSIONAL ACTIVITIES

8.6a The Superintendent is encouraged and is expected to attend seminars professional meetings, conventions and educational courses, either within or without the Commonwealth of Massachusetts and provided further that the Committee shall pay for the following:

1. Annual registration fee for the American Association of School Administrators Conference, together with reimbursement of verified reasonable expenses for travel, lodging and food incurred in connection therewith.
2. Annual registration fee for the Massachusetts Association of School Superintendents' Conference, together with reimbursement of verified reasonable expenses for travel, lodging and food incurred in connection therewith.
3. Other activities as the Superintendent and the School Committee deem appropriate.
4. The Committee and the Superintendent recognize the complexity of the position requires regular and continuous professional development. Included within the program of ongoing professional development, the Committee shall pay for, and the superintendent shall participate in, an Induction and Executive Mentoring Program provided by MASS for the first three (3) years of this agreement.

9.0 OUTSIDE ACTIVITIES OF THE SUPERINTENDENT

9.1 It is recognized that the position of Superintendent of Schools is a professional position which requires the expenditure, by the Superintendent, of a great deal of time outside, and in addition to, "normal" office hours of work. Notwithstanding that understanding, it is agreed that the Superintendent may desire to engage in professional consultation or other activity, for pay or not for pay, and he will be permitted to do so provided that the "outside" activities do not interfere with the performance of any of the Superintendent's responsibilities.

10.0 TERMINATION OF EMPLOYMENT

- 10.1 This Agreement and the employment of the Superintendent may be terminated by mutual consent at any time upon conditions mutually agreed upon.
- 10.2 The Superintendent may resign, for good cause, at any time prior to the termination of this Agreement or any extension thereof, by submitting to the

Committee written notice of his intent to do so at least one hundred eighty (180) days in advance thereof, exclusive of vacations, disability leaves or other leave(s).

10.3 The Committee may terminate this Agreement and dismiss the Superintendent at any time prior to the expiration of the Agreement for the following reasons:

10.3a Inefficiency, incompetency, incapacity, conduct unbecoming a Superintendent, insubordination, or other good cause. "Good cause" shall mean any grounds put forth by the Committee which is not arbitrary, capricious, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system.

10.3b For loss of certification and/or licenses to act as Superintendent.

10.3c Death of Superintendent.

10.3d Disability of Superintendent as defined herein.

10.4 In the event that this Agreement is terminated by the Committee for any reason, the Superintendent shall receive whatever benefits to which he may be entitled, pursuant to all applicable General Laws of the Commonwealth of Massachusetts.

10.5 In the event the Committee decides to terminate the Superintendent's contract and dismiss the Superintendent, it shall provide him with written notice of that intent and with an explanation of the grounds in sufficient detail to permit the Superintendent to respond, and, if he so requests, has been given a reasonable opportunity with thirty (30) days after receiving such written notice to review the decision with the Committee and to present information pertaining to the bases for the decision. The Superintendent may be represented by an attorney or other representative at such meeting.

11.0 DISABILITY OF SUPERINTENDENT

11.1 Disability of the Superintendent is defined as illness, injury or other incapacity for a period of six (6) months in any twelve (12) month period of time, which results in the inability of the Superintendent to substantially perform all of his normal duties and responsibilities. In such case, the Committee may terminate this Agreement with thirty (30) days written notice to the Superintendent.

12.0 RESPONSIBILITIES AFTER NOTICE OF TERMINATION

12.1 The Committee is responsible to comply with all of its financial and other obligations to the Superintendent following notice of termination, but prior to the actual termination of employment and/or the Agreement, provided the Superintendent complies faithfully with all of his obligations and responsibilities during that period of time.

- 12.2 After giving proper notice of termination or resignation, as the case may be, and prior to the termination of employment, the Superintendent shall work with the Committee for the purpose of ensuring a smooth transition. He shall, among other obligations, assist in the planning for the future, provide the Committee with an "exit" interview(s), help to provide continuity, assist in the process of selecting his successor, if so requested by the Committee, and work with the Administration or other people designated by the Committee for these purposes.

13.0 ARBITRATION

- 13.1 In the event there is a dispute concerning the meaning or application of any term or provision of this Agreement, such dispute will be resolved by binding arbitration. Either party may initiate the arbitration process by providing a written notice to the other party of their intent to file a "demand" for arbitration. The notice shall provide specific information concerning the matter(s) in dispute including the identification of the provision(s) in this Agreement which are at issue. The arbitration process shall be initiated within thirty (30) days following the occurrence of the matter in dispute or it shall be deemed waived. The arbitration shall be conducted by and governed by the rules of the American Arbitration Association. Each party shall equally share in the fees and costs associated with conduct of the arbitration and each shall pay for their own legal representation or other costs incurred in presenting their case.
- 13.2 In any dispute arising out of the termination of employment of the Superintendent for "good cause", the arbitrator is bound to apply the definition of the words "good cause" provided above.
- 13.3 Arbitration is intended as the exclusive remedy relative to disputes arising out of the interpretation or application of this Agreement. Therefore, as a condition precedent to the initiation of an arbitration "demand", the party initiating the claim must waive, in writing, any and all other causes of action. If said party does initiate other legal action involving the same matter(s) in dispute under the arbitration claim, then that party's right to utilize the arbitration process provided in this Agreement is lost. A claim that a party has thus "lost" the right to utilize the arbitration provisions of this Agreement may be made to the duly selected arbitrator or to a court of competent jurisdiction.

14.0 GENERAL PROVISIONS

- 14.1 This Agreement constitutes the entire agreement between the Committee and the Superintendent. There are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be amended or modified except by a written document, signed by both parties.
- 14.2 The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties, unless said waiver is put in writing and signed by both parties.