

**Provincetown School Committee
Superintendent's Employment Contract**

Agreement made this 28 day of **June, 2021** between _____ hereinafter referred to as the "Superintendent," and the **Provincetown 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 Provincetown Public Schools and _____ hereby accepts employment as Superintendent of the Provincetown Public Schools, subject to the terms and conditions hereinafter provided. The superintendent will be employed on a part-time basis, working no more than 960 hours during each calendar year of this agreement. It will be generally expected that the superintendent will work on site 3 (three) days per week. However, depending on events, meetings, and other matters, the Superintendent will have flexibility in establishing her weekly schedule. If a legal holiday falls during a week which is otherwise a school week, the Superintendent will generally still be expected to work three days during that week. It is expected that the Superintendent will record her hours worked, to ensure she does not exceed 960 hours during any given calendar year.

2. Term

- a) This agreement shall commence **July 1, 2021** and shall terminate **June 30, 2022**. This agreement specifically excludes any rollover provision.
- b) The Superintendent shall notify the Committee, in writing, on or before **March 1, 2022**, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c) The Committee, on or before **April 1, 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, 2022**, and as of 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 **June 30, 2022**.
- e) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on **June 30, 2022**, (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 as follows:

July 1, 2021 to June 30, 2022: \$84,000*

*Given the Superintendent's status as a retired municipal employee, M.G.L. c. 32, § 91 imposes certain limitations on her annual earnings and hours of work in public employment.

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 such duties at such time and places and in such manner as the Committee may from time to time direct.

5. Goals and Objectives

The Committee and the Superintendent shall work cooperatively to create a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. The Committee retains the right to set and approve all goals and objectives.

The Committee will publicly discuss and review the Superintendent's job performance with them once annually, beginning no later than May 31 each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written report prepared by the School Committee Chairperson, which is a public document and shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon her request, copies of individual Committee member's evaluations prior to the review of her 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 said report.

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 as Superintendent.

7. Certificate

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate 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

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 or the Superintendent so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at her own expense. The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association. In a challenge to a discharge of the Superintendent, the award may include back pay damages for the balance of the contract term after the discharge, but under no circumstances may the award include the reinstatement of the Superintendent to any position.

9. 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.

10. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury to (6) six days of sick leave as of the commencement of this Agreement, and the Superintendent will accrue 0.9 days of sick leave for each month worked thereafter. Sick leave may be accumulated up to a maximum of (90) ninety days. There shall be no "sick leave buyback".

11. 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, so long as the Superintendent works an average of twenty (20) hours per week or more.

12. Vacations

The Superintendent shall be entitled to eighteen (18) days of vacation during the term of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. There shall be no separate leave allotments for personal leave, but the Superintendent may use vacation for such purposes. In the event the Superintendent's employment continues beyond the expiration of this agreement on June 30, 2022, the Superintendent may carry over up to five (5) unused vacation days to the next contract year.

13. Bereavement

The superintendent will be allowed up to three (3) consecutive work days for bereavement for immediate household members.

14. 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.

15. 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 (90) ninety days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee, or by email. The Superintendent may request, and the Committee may consider termination on less than (90) ninety days' notice.

16. 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, 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 her then effective per diem rate of pay or \$500.00, whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with 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 Counsel in the defense of such action.
- C. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

17. 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.

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

PROVINCETOWN SCHOOL COMMITTEE

Superintendent

Chair