

**Contract of Employment
Superintendent of Schools Massachusetts**

THIS AGREEMENT, made as of March 1, 2015 by and between the _____ School Committee, hereinafter referred to as the "Committee," and Dr. _____, hereinafter referred to as the "Superintendent."

WHEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Committee hereby employs _____ as Superintendent of the _____ Public Schools, and the Superintendent hereby accepts employment on the terms and conditions set forth herein.
2. **TERM:** This Agreement shall be effective July 1, 2015 and shall remain in full force and effect for a period of five (5) years expiring on June 30, 2020.
3. **COMPENSATION:** The Superintendent shall be paid an annual salary, commencing as of July 1, 2015, of one hundred eighty-five thousand dollars (\$185,000). On or before June 1 of each succeeding year of this contract the Committee shall meet to consider increases to the Superintendent's salary for the succeeding contract year (July 1 through June 30) - said increase shall in no event be less than two and one-half percent (2½%) each year.
4. **TERMINATION:** In the event that said Superintendent desires to terminate this contract before the term of service shall have expired, she may do so by giving at least ninety (90) days' notice of her intention to the Committee. Written notice must be given by the Committee at least one (1) year prior to the expiration of this Agreement, or any extension of this Agreement, if it intends not to renew this Agreement.

The Committee may terminate this Agreement at any time, after a hearing, for gross misconduct by the Superintendent. In such case the Superintendent shall be provided with at least thirty (30) days' written notice of the scheduled hearing. Such notice shall specify the reasons for her proposed termination.

5. **DUTIES:** The Superintendent shall perform faithfully, to the best of her ability, the duties of the Superintendent of Schools, and shall manage the school system in a fashion consistent with state law and the policy determinations of the Committee. She shall hold principals, administrators, teachers and staff members accountable for continuous improvement and increased student performance. She shall encourage innovative approaches to teaching and learning while building a true learning community.
6. **CERTIFICATE:** The Superintendent shall furnish and maintain throughout the term of her contract a valid and appropriate certificate qualifying her to act as a Superintendent in the Commonwealth, as required by M.G.L., c. 71, § 38G.
7. **PROFESSIONAL ACTIVITIES:** The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties as Superintendent.
8. **ADMINISTRATION AND SUPERVISION OF THE SCHOOL DISTRICT:**
The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the School District, to organize, reorganize, and arrange the administrative and supervisory staff in such a way as in her best judgment best serves the School District. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, and shall be vested in the Superintendent and her staff.
9. **REIMBURSEMENT FOR EXPENSES:** The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this contract. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings and conferences, dues resulting from memberships

in professional associations related to her employment, and legal fees incurred as a result of any action brought against her which arises out of her employment.

10. **ANNUITY:** The Committee shall annually contribute an amount equal to two and one-half percent (2½%) of the Superintendent's annual salary (from paragraph 3, above) toward a tax-sheltered annuity for the Superintendent.
11. **FRINGE BENEFITS:** The Superintendent shall be entitled to all insurance (medical, dental, and life) benefits and all other fringe benefits currently available to other professionals personnel, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future as part of this contract. Said benefits shall not be reduced by changes negotiated to collective bargaining agreements subsequent to the date of execution of this Agreement. The School Committee shall pay the premium cost of \$100,000.00 of term life insurance for the Superintendent. The School Committee shall also provide the Superintendent with a policy of disability insurance that would, upon the Superintendent's disability, pay her sixty percent (60%) of the weekly compensation (from Paragraph 3) that she was earning at the time that she became disabled.
12. **ANNUAL VACATION:**
 - (a) The Superintendent will receive twenty-five (25) working days as annual vacation. The Committee agrees and accepts that the Superintendent will begin this contract with accumulated vacation time of approximately 48 days. (The precise number of days will be determined on June 30, 2015. The total of 48 days will be reduced by the number of days that she uses between March 10, 2015 and June 30, 2015.)
 - (b) Effective July 1, 2015, it is agreed that the Superintendent will not accumulate vacation time from year to year. Instead, she will lose any annual vacation time that she does not use by June 30 of a contract year. However, if the Superintendent's employment should cease due to her retirement pursuant to M.G.L. c. 32, she will be compensated at her then per diem rate for (1) unused vacation days that she had lost since July 1, 2015, and (2) the number of her accumulated vacation days on June 30, 2015 that she had not later used. But in no event will she be compensated for more than one hundred (100) days. Should the Superintendent's employment cease for any other reason, she will be compensated at her then per diem rate only for the number of her accumulated vacation days on June 30, 2015 that she had not later used. In computing the Superintendent's per diem rate, for purposes of this section and the following section, the Committee shall divide the Superintendent's annual compensation (from Paragraph 3) by 235.
13. **SICK LEAVE:**
 - a. The Superintendent shall be entitled to accrue sick leave in the same manner as accorded to teachers.
 - b. The Committee agrees and accepts that the Superintendent begins this contract with accumulated sick leave of approximately 288 days as of July 1, 2015. (The precise number of days will be determined on June 30, 2015. The total of 288 days will be reduced by any days that she uses between March 10, 2015 and June 30, 2015 and increased by any additional days that she earns during that period.)
 - c. Should the Superintendent's employment cease due to her retirement pursuant to M.G.L. c. 32, she shall receive a sum equal to fifty percent (50%) of her then-in-effect per diem rate of pay for all such accrued sick leave. Should the Superintendent's employment cease for any other reason, she shall receive a sum equal to twenty-five percent (25%) of her then-in-effect per diem rate of pay for accrued sick leave but in no event for more than 288 days of sick leave.
14. **EARLY RETIREMENT INCENTIVE PLAN:**

If, during the term of this contract, the Superintendent retires at the end of a school year (after giving the Committee notice of that retirement prior to February 1 of that school year), and she is (1) between the

ages of 55 and 64 and (2) has completed at least thirty (30) years of service in the field of education, she will be paid an early retirement bonus of twenty percent (20%) of her last year's annual salary. This amount will be paid between June 30 and July 15 and will not be included in determining retirement pay.

15. **ARBITRATION:** Any and all controversies or claims arising out of or relating to any term or condition of this agreement 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.

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 years 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 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 an action involving the Superintendent's termination if the termination was not effected in good faith, but in no case shall such award order or require the reinstatement of the Superintendent to his/her position.

16. **RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT:**
The Committee shall meet with the Superintendent at least once each year for the purpose of discussing with the Superintendent her job performance as well as the working relationship between the Committee and the Superintendent.
17. **PERFORMANCE:** The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent.
18. **EVALUATION:** The Superintendent will be evaluated by the Committee on an annual basis. Evaluation will commence thirty days prior to the anniversary date of this contract and will result in the formulation of a written evaluation report distributed to all Committee members and the Superintendent. The Committee shall use the principles of evaluation established by the Department of Elementary and Secondary Education pursuant to 603 CMR 35.00.
19. **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 writing signed by the party against whom enforcement thereof is sought.
20. **INVALIDITY:** If any paragraph, part or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

THIS AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof

this 10th day of March in the year 2015.

Revere School Committee

By [Signature]
Chair, School Committee

[Signature]
Member, School Committee

[Signature]
Member, School Committee

[Signature]
Member, School Committee

[Signature]
Member, School Committee

[Signature]
Member, School Committee

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Member, School Committee

[Signature]
Superintendent