

CONTRACT OF EMPLOYMENT
BETWEEN
ROCKPORT PUBLIC SCHOOLS
AND
SUPERINTENDENT

This agreement is made on **March 16, 2016** by and between the Rockport School Committee, hereinafter referred to as the "Committee," and SUPERINTENDENT, hereinafter referred to as the "Superintendent."

In consideration of the promises and undertakings set forth below, the parties agree as follows:

1. EMPLOYMENT:

The Committee hereby employs, xxxxxxxx, as Superintendent of the Public Schools of Rockport, and the Superintendent hereby accepts employment on the following terms and conditions:

2. TERM:

- (a) The Superintendent shall be employed for the period commencing on **July 1, 2016 through June 30, 2022**. The School Committee shall notify the Superintendent in writing on/or before **July 1, 2021** as to whether it intends to renew said Agreement beyond the expiration date of **June 30, 2022**.
- (b) The Superintendent may terminate this Agreement only after having furnished the Committee with his written notice of intention to terminate at least ninety (90) days prior to the effective date of his resignation or upon mutual agreement of the parties.

3. COMPENSATION:

- (a) The Superintendent's annual salary will be **\$149,376 (2%) for 2016-2017**. Said Superintendent agrees to perform faithfully the duties of Superintendent and to serve as the Chief Executive Officer of the Committee. The annual salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members employed by the School Department.
- (b) The Superintendent's salary for any contract year shall not be decreased below that of the previous contract year. The Committee shall each year consider increasing the Superintendent's salary beyond the amount referred to above, taking into account its evaluation of the Superintendent's overall performance of long and short-term goals as mutually agreed upon by the Superintendent and the Committee (see Section 6) and according to other such factors as the Committee deems relevant.
- (c) Any salary adjustment made during the life of this Agreement shall be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Superintendent.

4. TERMINATION:

The Superintendent shall be subject to discharge for good cause subject to a majority vote of the School Committee. In the event the Committee desires to discharge the Superintendent for good cause, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, reasonable notice of at least 30 days or as required by the General Laws of the time and place of a hearing thereon, and a fair hearing before the Committee, which hearing shall be in executive session or open to the public if the Superintendent so requests.

Any claims arising out of or relating to termination of employment, 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.

The Arbitrator may enter any and all appropriate relief but in no event shall the award or settlement include reinstatement of the Superintendent against a majority vote of the School Committee.

5. DUTIES:

Both parties agree that said Superintendent shall perform faithfully and competently the duties of the Superintendent of Schools for the Public Schools of Rockport as prescribed by the laws of the Commonwealth of Massachusetts, and by the rules and regulations lawfully promulgated by the Committee, including his obligations under this contract. He shall maintain the confidence of the community in his leadership.

6. GOALS:

The Superintendent shall at each July meeting of the Committee present a report on the progress of the school system for the previous year and proposed goals for the coming year. The Committee will then review the proposed goals. The Superintendent and the Committee will mutually set the goals for the coming school year on or before the next September meeting of the Committee. These goals may also become part of the Superintendent's performance objectives pursuant to Section 3.

7. CERTIFICATION:

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying his to act as a Superintendent of Schools in the Commonwealth, as required by G.L. c.71, section 38G.

8. PERIODIC EXAMINATION:

The Superintendent agrees to submit to periodic medical examinations and consents to the release of the examining physician's summary to the Committee at the request of the Committee. The Committee shall pay for any such examinations and reports.

9. INSURANCE BENEFITS:

The Superintendent shall be entitled to insurance (medical, hospital, and life) benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this Agreement or to be agreed upon in the future.

10. SICK LEAVE:

The Superintendent shall be entitled to sick leave of twenty (20) days per year in each contract year with a maximum accumulation of two hundred sixty (260) days. The Superintendent shall commence initial employment with 40 credited sick days, however as annual sick days accumulate they shall first be accumulated and deducted from these 40 credited sick days.

11. ANNUAL VACATION, HOLIDAYS, LEAVES:

The Superintendent shall receive thirty (30) working days as annual vacation, which shall be credited to the Superintendent each July 1. The Superintendent shall be entitled to thirty (30) paid vacation days. Annual vacation shall be credited to the Superintendent each July 1. The Superintendent may carry over 5 vacation days per year with the advance approval of the School Committee Chairperson with no more than an accumulation of 35 days at any one time. There shall be no payment for unused vacation days.

If the Superintendent leaves employment prior to June 30 of any year, he is entitled only to a pro rata share of vacation for the fiscal year in which his employment ends. If all vacation time has been utilized prior to his termination of employment, a per diem amount will be withheld from his final paycheck.

The Superintendent shall be entitled to all holidays recognized by the Committee and made available to any other employee.

The Superintendent shall be entitled to all other leaves of absence such as bereavement as are available to other professional staff.

12. PROFESSIONAL ACTIVITIES:

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not derogate or detract from or interfere with his performance or duties as Superintendent.

The Committee shall provide annual allowances to the Superintendent for the following expenses:

Attendance at professional meetings:

- One National Conference: Full reimbursement (with advance approval of the Committee.)
- State Conferences: Full reimbursement.

13. MEMBERSHIPS:

The Committee, at its expense, will provide to the Superintendent membership in the Massachusetts Association of School Superintendents, AASA, the North Shore Superintendent's Roundtable, and the Suburban Schools Superintendents' Association.

14. CONTRIBUTORY RETIREMENT:

The Superintendent shall be a member of the teachers' contributory retirement system as required by G.L. c.32, s 2.

15. PERSONAL DAYS:

The Superintendent shall be granted five (5) personal days per contract year. No accumulation of personal days exists under this Agreement.

16. REIMBURSEMENT FOR EXPENSES:

Out-of-district travel expenses shall be paid at the reimbursement rate, as set by the Town of Rockport, upon submission of a written voucher.

17. OTHER:

The Superintendent will be provided with a Macintosh laptop computer and a cell phone for school -related business.

18. PROFESSIONAL LIABILITY:

The Committee shall provide for a public employee liability insurance policy, or guarantee the Selectmen have provided same, naming the Superintendent as an insured person in the amount of one million dollars.

The Committee will defend, hold harmless and indemnify the Superintendent against all civil demands, claims, suits, actions and legal proceedings brought against the Superintendent individually or in his capacity as agent or employee of the Committee which may arise while the Superintendent is acting within the scope of his employment, except that criminal litigation should not be included.

19. LIFE INSURANCE

The Committee shall provide up to One Thousand Eight Hundred Fifty ó Four Dollars (\$1,854) annually for life insurance. The Superintendent shall provide the Committee with a copy of any applicable life insurance policy, and shall present the Committee with an invoice(s) for premiums, which shall be promptly paid by the Committee to the life insurance carrier.

20. ENTIRE AGREEMENT:

This Agreement is subject to an acceptable medical examination under the terms outlined in Section 8, and this Agreement 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. No incorporation by reference is made to any policy manual or collective bargaining agreement. This Agreement may not be changed except by a writing signed by the party to be bound or against whom enforcement thereof is sought.

21. VALIDITY:

If any paragraph or part of this Agreement is invalid, such invalidity shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties having hereunto set their hands to this Agreement in duplicate this 6th Day of **April 2016**.

School Committee Chair

Superintendent of Schools