

MEMORANDUM of AGREEMENT

This MEMORANDUM of AGREEMENT is made by and between the City of Salem, Massachusetts, a municipal corporation in Essex County, Massachusetts, acting by and through its School Committee, hereinafter referred to as the "Committee" and [REDACTED], hereinafter referred to as the "Superintendent".

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

ARTICLE ONE – EMPLOYMENT

- 1-1. The Committee hereby employs [REDACTED] as Superintendent of Schools and [REDACTED] accepts the appointment under the terms and conditions set forth herein.
- 1-2. The term of this Agreement shall be for the period July 1, 2020 through June 30, 2023.
- 1-3. The Superintendent agrees to all of the lawful rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and the legal functions and responsibilities of Superintendents of Schools. In the event that the Committee adopts a rule, regulation or policy that is in conflict with any portion of this AGREEMENT, then this AGREEMENT shall prevail.
- 1-4. The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the children and the general community served by the Salem Public Schools and it shall reflect a clear understanding that the Committee is the establishing agent of all school system policy and that the Superintendent has the responsibility to administer said policy with proper authority, in a sound, fair and ethical manner.

ARTICLE TWO – CONDITIONS OF EMPLOYMENT

- 2.1 The Parties may terminate this Agreement at any time by mutual agreement.
- 2.2 In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least ninety (90) days' notice of his intention to the Committee by registered mail, return receipt requested.
- 2.3 If the Committee does not notify the Superintendent at least nine (9) months prior to the stated expiration date that it does not intend to renew this agreement, it

shall be renewed for a one-year period. Said notice of the school committee's intent not to renew the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his address of record.

- 2.4 Notwithstanding any provision to the contrary, this Agreement may be terminated for just cause as defined by relevant Massachusetts school employment case law and/or statute in which case any and all financial and other obligations by either party shall cease.
- 2.5 In the event this Agreement is terminated for just cause, where cause exists, the Committee may discharge the Superintendent, terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and causes or causes for his proposed discharge and has been given the opportunity for a meeting with the Committee prior to official action being taken. Said meeting shall be convened in Executive Session unless the Superintendent requests the meeting be held in public. The Superintendent may have counsel present at such Executive Session who shall be entitled to speak on behalf of the Superintendent. The Committee shall provide fourteen (14) days written notice of said meeting with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended actions. Such meeting shall be held in accordance with the requirements of Chapter 30A of the Massachusetts General Laws. Nevertheless, the Committee may immediately suspend the Superintendent from all duties prior to the meeting with pay and until a final determination is made on discharge by the Committee.

ARTICLE THREE – POSITION RESPONSIBILITIES

3-1. Duties

The Superintendent shall perform faithfully, to the best of his ability, the duties of the Superintendent of Schools and shall serve as Executive Officer of the Committee as provided in Chapter 71, Section 59 and all other applicable General Laws of Massachusetts.

3-2. Administration and Supervision

- 3-2.1. Subject to the General Laws of Massachusetts and all legally binding contracts in effect within the School Department, the Superintendent shall have the authority and the latitude to assign and manage all personnel so that the interests and needs of the School Department are best served. This leadership requirement shall include the selection, placement and transfer of qualified personnel and the direction of instructional, special needs, financial, and other education and related staff and programs. As to all matters for which final authority is vested

with the Committee, whenever possible, the Superintendent's advice and counsel will be solicited before the Committee makes a final decision.

3-2.2. Both collectively and individually, the Committee shall promptly refer all criticism, complaints and suggestions brought to its attention to the Superintendent for study, recommendation and subsequent action.

3-3. Performance Review

The Superintendent shall be evaluated annually based on Standards adopted by the Board of Education and the related rubrics developed by the Department of Elementary and Secondary Education (DESE).

ARTICLE FOUR – COMPENSATION AND BENEFITS

4.1. The Superintendent shall be paid an annual salary commencing as of July 1, 2020 thru June 30, 2021 in the amount of \$218,000.00. The salary shall be paid on a biweekly payment schedule in equal installments.

4.2 Each year in which this contract is in effect, the Committee and the Superintendent shall meet prior to April 30 for the purposes of reviewing the Superintendent's salary.

4.3 The following annual salary increases shall apply during the term of this Agreement: a minimum of a 2% increase for FY2022 and a minimum of a 2% increase for FY2023 based on an overall evaluation of proficient or exemplary.

4.4 The Parties agree that The Superintendent's salary, specific benefits or compensation shall not be reduced during the life of this Agreement or any addendum, modification or amendment hereto.

4.4 The Committee shall provide the Superintendent at his election, such health and life insurance coverage, including optional coverage, as are uniformly provided to its employees, at the same percentage rate of premium cost contribution as is applicable to such other employees, under such plan.

ARTICLE FIVE – VACATION AND RELATED LEAVE CONSIDERATIONS

5-1. Vacation

5-1.1. The Superintendent shall be entitled to twenty (20) paid vacation days annually. The Superintendent shall be credited with the total annual allotment of vacation days "upfront" and may use same at his discretion.

Shall the contract terminate prior to the expiration date, the vacations days shall be pro-rated and any time used over the earned allotment shall be deducted from the final pay period.

5-1.2 Up to 10 (10) vacation days can be carried over each year not to exceed a total of thirty (30).

5-1.3. All accumulated vacation time in accordance with this Article will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination, or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

5-1.5. The Superintendent shall also be entitled to all paid legal holidays granted to twelve-month employees of Salem Public Schools.

5-2. Sick Leave

5-2.1. On July 1 of each year of this Agreement, the Superintendent shall be credited fifteen (15) days of paid sick leave. The Superintendent may use sick leave on the same basis and for such purposes as such leave is available to employees of Salem Public Schools.

5-2.2. Unused sick leave shall carryover from year to year up to 90 days total, however, shall not be eligible for any buy back.

5-3. Personal Leave

5-3.1. The Superintendent shall be entitled annually to three (3) paid personal days, and four (4) paid bereavement days in the event of the death of a spouse, child, parents, grandchild, grandparent, mother-in-law, father-in-law, legal guardian, sibling or of persons residing in the Superintendent's immediate household. Personal leave is for imperative personal business that cannot be conducted outside of normal business hours.

5-4. Additional Absences

5-4.1. In cases of absences over and beyond those leaves included in this section, salary shall be deducted at a per diem rate of 1/260 of the annual salary of the Superintendent.

ARTICLE SIX – EXPENSE ALLOWANCES

6-1. Professional Expenses

6-1.1. Reasonable reimbursement in compliance with School Committee policies will be made to the Superintendent for all expenses incurred at professional activities attended in fulfillment of his duties and responsibilities to the School Department. Said expenses will include travel, registration fees, meals, and hotel costs. This reimbursement includes attendance at one (1) national conference and two (2) state conferences per year.

Additionally, the Superintendent, at the School Department's expense, will have the use of a school-owned cellular telephone for work-related purposes as well as a school-owned computer, maintained by the School Department, for district, home or off-site work.

6-2. Professional Dues

6-2.1. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations:

- (a) Massachusetts Association of School Superintendents
- (b) A.A.S.A.
- (c) A.S.C.D.

6-3. Professional Development

6-3.1 The Committee agrees to pay for the enrollment of the Superintendent in a Committee approved Program for Superintendents.

6-3.2. The Superintendent can utilize up to 10 days for the purposes of his professional development and leadership training each year.

ARTICLE SEVEN – MISCELLANEOUS CONSIDERATIONS

7-1. Professional Liability

7-1.1. The Superintendent shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws, Chapter 258 for any and all demands, claims, suits, actions and legal proceedings, including legal expenses that may be incurred in defending against such actions, brought against the Superintendent for actions

8-4. Any controversy or claim against the Committee arising out of their capacity or the Superintendent relating to any term or condition of this agreement or employment practices or policies of the Committee, or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. 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 M.G.L. c. 150C or if C. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

8-4.1. 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 just cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

8-5. This Agreement shall be executed in three counterparts, each of which shall be deemed an original and each of which taken together shall be considered as one and the same document.

IN WITNESS THEREOF, the parties hereunto signed and sealed this Memorandum of Agreement in triplicate.



Superintendent




Date



Mayor Kim Driscoll, Chairperson
Salem School Committee

3-6-20

Date



Mary Manning, Vice Chairperson
Salem School Committee

3/6/20

Date

Annunziata Campbell

Salem School Committee

3/6/2020
Date

Annunziata

Salem School Committee

3/6/2020
Date

Annunziata

Salem School Committee

3/6/2020
Date

Mary

Salem School Committee

3/6/2020
Date

Salem School Committee

Date