



## SANDWICH PUBLIC SCHOOLS

### ADMINISTRATION OFFICES

33 Water Street  
Sandwich, MA 02563  
Tel: 508 888-1054  
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### EMPLOYMENT AGREEMENT

#### INTERIM SUPERINTENDENT OF SCHOOLS

This Agreement is entered into by and between the School Committee of the Town of Sandwich, hereinafter referred to as the "Committee" and Dr. Pamela Gould, hereinafter referred to as "Gould".

NOW THEREFORE, in consideration of mutual promises and covenants, the "Committee" and "Gould" agree as follows:

1. Employment: The "Committee" hereby employs in accordance with its statutory authority set forth in Chapter 71 of the Massachusetts General Laws, "Gould" as Interim Superintendent of Schools and "Gould" accepts the appointment under the terms and conditions of employment set forth herein.
2. Term: The term of this Agreement shall be for the period July 1, 2016, through and including June 30, 2017.
3. Salary: The annual salary of "Gould" as Superintendent under this Agreement shall be at the rate of \$170,000, annualized for the period July 1, 2016 through June 30, 2017.
4. Expense Reimbursements: The "Committee" shall pay "Gould" a lump sum of two hundred (\$200.00) dollars monthly as reimbursement for travel. In the event that reimbursement for travel should exceed \$200.00 for a month, the Chair must pre-approve said reimbursement.
5. Professional and Association Dues: The "Committee" shall assume the costs of national, state and local professional organizations as authorized by the "Committee."
6. Duties: "Gould" as Superintendent shall serve as the Executive Officer of the "Committee" and shall perform the functions of said office, as they are described in Chapter 71, Section 59 of the Massachusetts General Laws. "Gould" shall devote her full time, labor and attention to such office during the term, and any extension, of this Agreement, provided however, that she may with the prior approval of the "Committee" undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, so long as they do not derogate from her duties hereunder.
7. Certification: "Gould" shall furnish and maintain throughout the term, and any extension of this Agreement, a valid and appropriate certificate qualifying her to act as

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Superintendent of the district in the Commonwealth, as required by Chapter 71, Section 38G of the Massachusetts General Laws.

8. Complaints: The "Committee" shall refer promptly to "Gould" for her study and recommendation criticisms, complaints, and suggestions which come to its attention. The "Committee" shall encourage its individual members to inform promptly "Gould" of any criticisms or complaints which are brought to them individually.
9. State Retirement Association: "Gould" shall be a member of the Teachers Retirement System as required by Chapter 32, Section 2 of the Massachusetts General Laws.
10. Termination of Services: During the term of this Agreement, "Gould" shall be subject to discharge for good cause by a majority vote of the "Committee." As used herein, "good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. Prior to terminating "Gould" for cause, the Committee shall give "Gould" a detailed written notice and statement of charges regarding the alleged conduct for terminating the Superintendent for cause and a reasonable opportunity to respond to the charges in a hearing in executive session of the Committee. "Gould" may be represented by counsel in any such hearing.

In the event that "Gould" wishes to terminate this Agreement prior to its expiration, she shall provide the "Committee" with no less than ninety (90) days written notice of such intent.

11. Vacation: "Gould" shall be entitled to twenty-five (25) working days of vacation exclusive of legal holidays during the term of this Agreement. "Gould" may be compensated at her then daily rate of pay for up to ten (10) unused vacation days for each year of the Agreement.
12. Sick Leave: "Gould" shall be granted eighteen (18) sick days on July 1, 2016. "Gould" may use sick days for illness in her immediate family, which shall be spouse, child, parent or person residing in her household.
13. Personal Days: The "Committee" may grant "Gould" up to two days absence, without loss of pay, for personal business which cannot be reasonably conducted on a non-scheduled workday.
14. Bereavement Leave: In the event of death in her immediate family, "Gould" shall be granted five calendar days commencing with the day of death. For the purposes of this provision, the immediate family shall include: parent, spouse, sibling, child, parent-in-law, or any person living in her household. One (1) day will be allowed to attend the funeral or memorial services of other members of her family.
15. Insurance: "Gould" shall be entitled to the same medical and life insurance benefits provided other professional personnel of the "Committee".

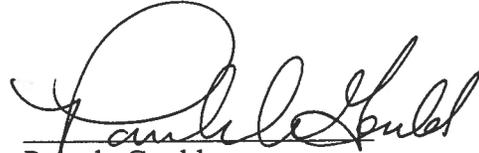
16. Workers Compensation: In the event that "Gould" sustains an industrial accident and is disabled as a result thereof and is paid compensation benefits in accordance with their terms and conditions of the Town of Sandwich's Workers Compensation insurance coverage, the "Committee" will, to the extent it is permitted by law, compensate her the difference between the Workers Compensation benefits and her regular salary, provided and, that in accordance with the provisions of Chapter 152, Section 69 of the Massachusetts General Laws, such payment by the "Committee" shall not be charged to accumulated sick leave or other compensation due to owing her.
17. Indemnification Insurance: The "Committee" shall provide indemnification insurance equal to that which is provided to its members.
18. Personal Liability Protection: Pursuant to the Massachusetts General Laws and to this end the "Committee" will provide sums for legal expenses and other damages incurred by "Gould" in the performance of her duties and responsibilities under the terms and conditions of this Agreement.
19. Administration and Supervision: "Gould" shall administer and supervise the Sandwich Public School District as provided by applicable State laws and the policies and directives of the "Committee" as they may be promulgated from time to time and in accordance with the Job Description.
20. Relationship Between the School Committee and the Superintendent: The "Committee" shall meet with "Gould" within six (6) months at one of the regularly scheduled "Committee" meetings in January for the purpose of discussing her job description and performance, as well as the working relationship between them.
21. Performance and Evaluation: "Gould" shall fulfill all the terms and conditions of this Agreement. Any exceptions thereto shall be by mutual agreement of the parties in writing.
22. Re-Opening of Agreement: This Agreement may be re-opened for discussion of its terms and conditions upon mutual written agreement by "Committee" and "Gould"
23. Entire Agreement: This Agreement contains the whole agreement between "Committee" and "Gould". There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than set forth herein. No modification or addition to this Agreement shall be effective unless and until set forth in writing and specifically identified as a "Modification" or "Addendum" executed by both parties.
24. Severability: If any paragraph or part thereof of this Agreement shall be determined by an appropriate forum to be invalid then, in such event, the remaining paragraph and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.

25. School Committee Protection: "Gould" and "Committee" agree that the several individual members of this School Committee shall not be sued personally for any alleged violation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of 25<sup>th</sup> day of May 2016



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Jay McGrail  
Chair, Sandwich School Committee



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Pamela Gould  
Superintendent of Schools