

EMPLOYMENT AGREEMENT

Between
Superintendent of Schools
and the Saugus School Committee

This Agreement is entered into this 1st day of July, 2016 by and among _____ hereinafter "Superintendent", and the School Committee of the Town of Saugus, hereinafter "the Committee". This Agreement sets forth the terms and conditions of employment of the Superintendent of Schools ("Superintendent") for the period of July 1, 2016 through June 30, 2019.

The terms and conditions of the Superintendent's employment are as follows:

1. **Term.** The Superintendent's term of employment shall be from July 1, 2016 to June 30, 2019.

If the Committee does not notify the Superintendent by June 30, 2018 that it does not intend to renew this Agreement, it shall be renewed for a one (1) year period through June 30, 2020. Notice shall be in accordance with the provisions of Sections 18 and 19 of this Agreement.

2. **Work Year and Work Day.** The work year shall consist of the twelve month period commencing July 1. Such work year shall include days when school is scheduled to be in session and such other days as the job otherwise may require. The regular workday shall include the hours that the school administration building is open and such other times in the evening or otherwise outside of the regular work day as the duties of the job may require for no additional compensation. Because of the irregular nature of the superintendent's work schedule, the committee recognizes that he may be absent from his office during the normal work day. It is the obligation of the superintendent to insure that all necessary tasks are completed in a timely manner in the event that this occurs.

3. **Salary.** Effective July 1, 2016, the Superintendent's annual salary shall be not less than One-Hundred and Seventy Thousand Dollars, (\$175,000.00) the "Base Salary" and shall be paid bi-weekly in the regular manner. The Superintendent's salary for each successive year of this Agreement shall be adjusted to an amount mutually agreed upon by the Committee and the Superintendent; however the Superintendent's salary shall not be reduced during the term of this agreement or any automatic extension thereof. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding taxes, teacher's retirement and other deductions, and insurance payments authorized by the parties or required by law.

4. **Benefits.** The Superintendent shall be entitled to 25 vacation days on the first day of each contract year, 3 personal days annually, and to participate in the Town of

Saugus' health and life insurance plans on the same basis as other non-union administrative employees. Up to 5 days vacation may be carried over from one year to the next. Vacation days not to accrue more than 40 days. Any unused earned vacation at upon termination of this contract shall be paid to the Superintendent based on an annual salary of \$175,000. The Superintendent shall provide two days' notice by electronic transmission to the Chairman of the School Committee of his vacation. Vacation shall not be taken while school is in session unless by consent of the School Committee Chair. The Superintendent shall be entitled to 15 sick days per year, however he will initially be credited with 30 days beginning July 1, 2016. He may carry over into subsequent years any unused sick days accumulated, not to exceed 100 days. Upon retirement the Superintendent shall be reimbursed at \$15.00 per day for any accumulated sick up to 100 days not inclusive of the initial crediting of 15 additional days.

5. **Duties.** The Superintendent shall serve as the manager of the Saugus Public School system consistent with state law, including M.G.L. c. 71, Section 59 and the policy determinations of the Committee. He shall perform the duties of the Superintendent as established by the Committee and agreed to by the Superintendent. In addition, he recognizes that the job of Superintendent involves frequent attendance at school and community events.

6. **Standards Based Evaluation.**

6.1 **STATE STANDARDS, GOALS & ANNUAL PLAN** The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations shall be accomplished consistent with the provisions of M.G.L., c.30A relative to the Open Meeting Law.

6.1(A) **DISTRICT GOALS** In addition to an evaluation using the Principles of Effective Administrative Leadership, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

6.2(B) **MID & END CYCLE REVIEW** On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. His work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective

Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary", "proficient", "needs improvement" or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

6.3(C) SUMMATIVE EVALUATION The Committee shall review the Superintendent's progress at end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.

6.4(D) RECEIPT AND SIGNING Any evaluation report delivered by the Committee will be signed by the Superintendent. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent's personnel file.

6.5 (A) CONSENSUS DOCUMENT The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be considered individual feedback and shall be provided to the Superintendent. Individual assessments are subject to public disclosure per M.G.L. c. 30A, §22(e).

6.6 (A) PUBLIC DISCUSSION All public discussion of the performance of the Superintendent will be conducted by the committee only in accordance with the Open Meeting Law, and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. See Mass. A.G. FAQ.

6.7 (B) SPECIFIC WRITTEN FEEDBACK In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

6.8 (C) PROMPT NOTICE OF COMPLAINTS OR CONCERNS Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be

aware of same or may not have sufficient time to take remedial action.

7. **Dismissal.** Where a good cause exists, the Committee may discharge the Superintendent upon a majority vote of 5 members who must be present, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for his proposed charge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session unless the superintendent requests that it be in public. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide fifteen (15) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.

The parties agree that the term "good cause" shall be defined as any ground that is put forth in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the efficient operation of the public schools, including but not limited to inefficiency, incompetency, incapacity, conduct unbecoming a superintendent whether or not during the regular work day, or on or off school department property, insubordination, failure to satisfy performance standards developed by the Committee or other good cause.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any non-renewal or lack of extension thereof, shall not be considered a dismissal within the meaning of G.L. Chapter 71, Sections 41 and 42, and that the requirements thereof shall not be applicable in such circumstances.

The Superintendent may challenge the decision to dismiss him for good cause by filing a written demand for arbitration with the American Arbitration Association under its Labor Arbitration Rules within 10 days of receipt of the decision of dismissal. The decision of the arbitrator shall be final and binding and the arbitrator shall have no authority to alter, amend or add to the terms of this agreement. The fees of the arbitrator shall be borne equally by the parties and either party may be represented by counsel at their own cost. In the event that the arbitrator finds that the Committee dismissed the Superintendent without "good cause" the maximum award that may be granted may not exceed the remaining salary due through the end of the contract, or extension hereof by agreement of the parties or operation of Article 1. Under no circumstances may an arbitrator order reinstatement.

8. **Indemnification.** The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of 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.

9. **Resignation.** In the event the Superintendent desires to terminate this contract on or before the expiration date, he may do so by giving at least ninety day notice of his intention to the Committee. Upon receipt of such notification, the Committee may elect, with the Superintendent's consent, to release the Superintendent from this agreement and thereby cause immediately the Superintendent's position to be vacant. The Superintendent shall continue to perform the duties of Superintendent during this notice period unless the Committee releases, in writing, the Superintendent's performance of his duties.

10. **Certificate.** The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent in the Commonwealth, as required by Mass. General Laws, Chapter 71, Section 38G.

11. **Professional Activities.** The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature, provided that the Committee gives its approval in advance of such activities, such approval not to be unreasonably withheld, and further provided such activities do not interfere with or derogate from the performance of his duties and responsibilities as Superintendent, nor have any adverse effect on the Saugus Public School system.

12. **Holidays.** The Superintendent shall be entitled to all legal and traditional paid holidays, the same as other employees in the school department. As follows, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Fourth of July.

13. **Bereavement Leave.** The Superintendent shall be granted up to three (3) days leave with pay on account of death in the immediate family. This may be extended beyond three (3) at the discretion of the School Committee Chair.

14. **Reimbursement for Expenses:**

a. The Superintendent shall be reimbursed for other travel, technology including cellular and Professional Development, conferences and expenditures relating to the performance of his duties and / or position authorized by the Chairman up to the amount of \$2,500.00 (two thousand five hundred dollars). Proof of payment, which may include original receipts, must be submitted in order to obtain reimbursement (otherwise the payment is taxable to the employee).

b. The Committee will pay for annual fees for membership in professional organizations it deems appropriate.

15. **State Retirement Association.** The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by Mass. General Laws, Chapter 32, Section 2.

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16. **Entire Agreement.** This Agreement sets forth the full understanding and agreement between the parties regarding employment as Superintendent and may not be changed except by written Agreement, signed by the Superintendent and by the Chairman of the Committee or his designee upon authorization or approval of the School Committee.

17. **Severability of Provisions.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement or any application of this Agreement to the Superintendent is found to be contrary to law, then such provision or application shall not be deemed to be valid except to the extent permitted by law, but all other provisions and applications of this Agreement will continue in full force and effect.

18. **Notice.** Notice called for under this agreement shall be satisfied by written notice by certified mail return receipt to:

19. **Other.** This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

In witness whereof, the parties have executed this Agreement under seal.

Saugus School Committee,

Dated: _____

Dated: _____