SUPERINTENDENT OF SCHOOLS
SEEKONK PUBLIC SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT

This contract is made as of July 1, 2026 by and between the Seekonk Public School Committee (hereinafter referred to as the "Committee") and (hereinafter referred to as the "Superintendent").

EMPLOYMENT
The Committee hereby employs as Superintendent of the Seekonk Public School District and hereby accepts such employment, subject to the following terms and conditions.

TERM
The Committee hereby agrees to employ the Superintendent as Superintendent of the schools for a three year period to commence July 1, 2026 through June 30, 2029. This agreement between the parties without further action by the parties shall be extended for successive periods of one (1) year each time the anniversary date of this contract is reached if no further action is taken by the Committee. Notice of the Committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at her address of record at least one hundred twenty (120) days prior to the anniversary date of this contract. The "Anniversary Date" of this agreement is defined as the date on which the contract is executed by the Superintendent.

COMPENSATION

1. From July 1, 2026 to June 30, 2027, the Committee shall pay the Superintendent the annual gross salary of one hundred eighty-five thousand and seven hundred sixty-four dollars ($185,764).

2. From July 1, 2027 to June 30, 2028, the Committee shall pay the Superintendent the annual gross salary To Be Determined (not less than the negotiated 2026-2027 salary). Potential salary increases are based in part on performance, as set forth in the “Evaluation” section beginning on page 7.

3. From July 1, 2028 to June 30, 2029, the Committee shall pay the Superintendent the annual gross salary To Be Determined (not less than the negotiated 2027-2028 salary). Potential salary increases are based in part on performance, as set forth in the “Evaluation” section beginning on page 7.

4. The School Committee agrees that it will meet annually with the Superintendent on or before March 15th of each year of this Contract for the purpose of reviewing the Superintendent’s salary. The Committee and the Superintendent shall attempt, in good faith, to conclude their performance review by July 15th of the successive contract year commencing July 1st. The salary increase, if any, negotiated by the Parties shall be retroactive to July 1st, unless the Parties agree otherwise. At no time during the life of this Contract or any extension thereof shall the Superintendent’s salary be reduced absent mutual written agreement.

5. The Superintendent shall receive an in-district travel allowance of $2,400 annually.

6. The annual gross pay of the Superintendent shall be subject to required deductions, as well as deductions authorized by the Superintendent. The annual salary shall be paid to the Superintendent in installments consistent with the payroll practices of the Seekonk Public School District.

VACATION

The Superintendent shall be eligible for twenty-six (26) days of vacation each contract year. The confidential secretary will provide the Chairperson of the School Committee with vacation days submitted by the superintendent for review and approval. The Superintendent may be reimbursed for up to ten (10) days of unused vacation annually at her discretion.

The Superintendent shall be eligible to take up to four (4) days off with pay during one (1) of the school vacation periods which occurs during each of the contract years with the approval of the Chairperson of the Committee. These four (4) days must be taken consecutively, and shall be in addition to the number of vacation days listed in the previous paragraph. These additional days shall not be eligible for carry over or used for any other purpose except as stated in this paragraph. They shall not be construed as due and owing to the Superintendent during any of the contract years or at the conclusion of the contract for the purposes of M.G.L. c. 149, Sec. 148.

If the Superintendent decides to terminate this Agreement in accordance with the section, "TERMINATION BY SUPERINTENDENT," the Superintendent may use up to a maximum of two (2) vacation days in her last thirty days of employment.

HOLIDAYS

The Superintendent shall be entitled to the following holidays as observed by the Seekonk Public School District Central Office:

Fourth of July	Thanksgiving Day	Martin Luther King Jr. Day
Labor Day	Friday after Thanksgiving	Presidents' Day
Columbus Day	Christmas Day	Juneteenth
½ day prior to Thanksgiving	New Year's Day	Patriots' Day
Memorial Day		

And if the following days fall on a weekday and there is no school they will also be observed:

Veterans' Day	Christmas Eve	New Year's Eve
Good Friday		

PAID LEAVES OF ABSENCE

1. The Superintendent shall be allowed twenty-five (25) annual paid sick days each year of the contract.

2. The Superintendent may carry over any unused sick days from one contract year to the next contract year, up to a maximum of two hundred twenty-five (225) days, for their use during the term of the contract. Additional sick leave may be granted at the discretion of the Committee by formal vote.

3. Upon the use of five (5) or more consecutive sick days, the Chairperson of the Committee may require a physician's certification of illness or may require that the Superintendent be examined by a physician of the Committee's choosing, at the Committee's expense.

4. The Chairperson of the Committee may designate in writing to the Superintendent that her use of sick leave is concurrent with FMLA leave.

5. The Superintendent may use accrued sick leave for illness of an immediate member of her family or household member(s), as needed, and the Committee through a formal vote, at its sole discretion, may grant additional days, upon request.

6. The Superintendent may take bereavement leave as needed and shall notify the Chairperson of the School Committee of such.

7. The Superintendent shall be permitted four (4) personal days with pay during each contract year to be used for personal reasons requiring the Superintendent's absence during a work day. The Superintendent recognizes and agrees that use of her four (4) personal days during any contract year exhausts her entitlement to Small Necessities Leave, as established by Massachusetts law.

8. In the event of the death of the Superintendent while in the employ of the Seekonk Public Schools, the employee's estate shall be provided with a $10,000 direct payment.

9. The Superintendent shall provide the Chairperson of the Committee with notice prior to the use of sick leave, personal leave or bereavement leave, whenever possible.

TERMINATION BY SUPERINTENDENT

In the event that the Superintendent desires to terminate this contract during its term, she may do so if she gives at least one hundred twenty (120) days written notice of her intention to do so. Said notice shall be sent by registered mail to the residence of the Chairperson of the Committee.

TERMINATION BY THE COMMITTEE

The Committee may discharge the Superintendent during the term of this contract for good cause. For purposes of this contract, "good cause" shall mean any ground that is put forth by the Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but not be limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this contract, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination. The Committee shall provide the Superintendent with a notice of intent to dismiss her with an explanation of the grounds for the dismissal, and if she so requests within fifteen (15) business days of the notice of the intent to dismiss, the Committee shall schedule an executive session to allow the Superintendent the opportunity to present evidence and argument as to the grounds for the dismissal. The Superintendent may be represented by an attorney, at her own expense, or other representative at this executive session.

The Superintendent may appeal her dismissal for cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the School Committee's vote to dismiss the Superintendent. The arbitration will be conducted under the Labor Arbitration Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the

arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

If the Committee elects not to renew this contract, then the Superintendent's employment will terminate at the expiration of the contract. Such nonrenewal shall not be considered termination and shall not be subject to the "good cause" standard set forth above.

CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this contract, a valid and appropriate certificate qualifying her to act as the Superintendent in the Commonwealth as required by M.G.L. c. 71, Sec. 38G. Any failure to obtain or maintain in good standing the aforementioned certificate, shall constitute good cause for the termination of her employment pursuant to this Agreement.

DUTIES

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

The administration of school policy and establishment of a budget are accomplished by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59 and related provisions. The parties hereto agree that:

(A) The Superintendent shall administer curriculum and instruction, and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations.

(B) The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by staff under the Superintendent’s direction. Regular duties include supervision and oversight of any and all federal grant programs.

(C) The Superintendent and/or designee(s) shall have the right to attend all regular and special meetings of the School Committee and all subcommittee meetings thereof and shall serve as advisor to said committees and make recommendations on all matters affecting the School District.

(D) Criticisms, complaints, and suggestions upon which action should be taken that are called to the attention of the Committee shall be promptly referred to the Superintendent 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.

(E) The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory responsibilities.

(F) The Superintendent is assured that Committee rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

(G) The position of Superintendent requires full-time service over twelve (12) months of the year, less weekends, vacations, and holidays. Attendance at evening meetings and events are common features of the work.

(H) The Superintendent will serve as the residency officer for the District, which includes managing issues related to student enrollment and verification of student residency and researching and investigating residency information.

(I) With approval from the Chair, the Superintendent can work remotely as long as she remains within one hour of the District and thirty miles of the District.

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System during the term of this contract and her employment.

REIMBURSEMENT FOR EXPENSES, CONFERENCES AND DUES

The Committee shall reimburse the Superintendent for all reasonably incurred expenses in the performance of her duties, with the exception of travel reimbursement, under this contract in accordance with the laws of Massachusetts, and the policies and by-laws of the Committee. The Committee encourages the Superintendent to participate in professional development; however, the Committee must approve all professional course work as well as attendance at out-of-state conference(s) prior to registration.

The Committee and the Superintendent recognize that the complexity of the position requires regular and continuous professional development. Any additional professional development, upon approval by

the Committee, shall not exceed four thousand dollars ($4,000) yearly. Additionally, starting in the second year of the contract, upon approval of the Committee, the Superintendent shall be reimbursed an amount not to exceed twenty five hundred dollars ($2500) in total annually for courses taken in pursuit of an advanced degree or a non-Department of Elementary and Secondary Education certification.

The Committee shall pay all dues and associated costs up to two thousand dollars ($2,000) of membership each year of the contract for the Superintendent in the following professional associations:

1. Massachusetts Association of School Superintendents
2. A.A.S.A.
3. ASCD

INSURANCE

The Superintendent shall be entitled to all insurance benefits including life, medical, and dental currently available to other professional personnel in the Seekonk Public School District; subject to the terms and conditions of said coverage.

PAID TIME FOR LONG TERM ILLNESS

In the event that the Superintendent becomes ill, injured or disabled on a long-term basis, and is unable to perform the duties of her office, the Committee shall make available to the Superintendent, described in paragraphs a through c below, up to sixty-five (65) paid days of time off that can be used to provide her with income until she becomes eligible to receive long-term disability benefits. The sixty-five (65) days will be provided using the following method:

a. At the outset of an illness/injury, the Superintendent will first use up to sixty-five (65) paid days of her own accrued and unused sick leave.

b. If the Superintendent has less than sixty-five (65) paid sick days, the Superintendent may, after exhausting her paid sick leave, use any accrued and unused vacation and personal time until she reaches a total of sixty-five (65) days of paid leave, or until she is eligible to receive disability benefits, whichever occurs first.

c. In the event that the Superintendent's combined accrued and unused sick, vacation and personal time is less than sixty-five (65) paid days, the District will provide the remainder of paid days to fulfill this obligation. The total combined use of accrued and unused time, including the days contributed by the District, will be limited to sixty-five (65) days.

d. The Superintendent recognizes and agrees that the period of her paid absence described for a long-term disability as described in this section will run concurrently with any FMLA leave to which she is entitled.

MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once every contract year. A statement from the physician certifying to the physical competency of the Superintendent shall be submitted to the Chairperson of the Committee, and shall be treated as confidential information and stored in her medical file.

ABILITY TO CONSULT

The Superintendent, using vacation and/or personal time, may consult for up to five (5) days per contract year, provided that said consulting does not interfere with her performance of duties as Superintendent and is consistent with Chapter 268A, as amended from time to time. The Superintendent shall notify the Chairperson of the Committee, in writing, of the nature of such consulting thirty (30) days prior to engaging in such consulting.

EVALUATION

The Superintendent shall be evaluated based on a protocol/process to be finalized in a Memorandum of Agreement between the Committee and the Superintendent prior to September 1, 2026. To develop the evaluation protocol/process, the Policy Subcommittee will meet with the Superintendent and Business Manager. The evaluation protocol/process will address how to tie the performance of the Superintendent to the potential further compensation and/or salary increases contemplated in the "Compensation" section on page 1. Upon execution of the Memorandum of Agreement, the Memorandum of Agreement will be incorporated into this Contract of Employment. (N.B. As of July 1, 2026, a timeline and the outline of a protocol are complete; specific terms related to compensation are still to be negotiated.)

INDEMNIFICATION

The Committee shall indemnify the Superintendent when she is acting within the scope of her official duties to the extent permitted and subject to the provisions of M.G.L. c. 258, Sec. 9.

Notwithstanding any other language or provisions in this contract or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Superintendent provides reasonable cooperation to the District or Committee and/or their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of this contract.

ENTIRE AGREEMENT

The contract embodies the entire agreement between the Committee and the Superintendent, and there is no inducement and no promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing, executed by the full Committee, and the Superintendent. Any part of this contract may be opened for renegotiations during its term by mutual consent, and any amendment to the contract shall be in writing, signed by both the Superintendent and the full Committee, and attached to this contract. This contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

INVALIDITY

If a court of competent jurisdiction deems any provision of this contract invalid, the remainder of the contract shall continue in full force and effect.

CHOICE OF LAW AND VENUE

Any action arising under this contract must be brought in a court located in Massachusetts with proper jurisdiction and venue. This contract shall be interpreted consistent with Massachusetts law.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the _____ day of _____, 2026.

Superintendent of Schools

Witness

Robert Gerardi, Chairperson
Seekonk School Committee

Emily Field, Vice-Chairperson
Seekonk School Committee

Lisa Rizzo, Secretary
Seekonk School Committee

Alicia MacManus, Member
Seekonk School Committee

Andrew Tessier, Member
Seekonk School Committee