Sharon School Committee
Superintendent's Employment Contract

The parties hereto, in consideration of the mutual promises contained in this Employment Contract ("Contract"), executed this 8th day of February, 2017, agree and bind themselves as follows:

1. EMPLOYMENT

The School Committee of the Town of Sharon, Massachusetts ("the School Committee") hereby employs ("the Superintendent" or ) as the Superintendent of the Sharon Public Schools, and hereby accepts employment as the Superintendent of the Sharon Public Schools, subject to the terms and conditions hereinafter provided.

2. TERM

(A) The School Committee hereby agrees to employ as the Superintendent of Schools for the Town of Sharon for an initial three (3) year term starting July 1, 2017, and concluding June 30, 2020, which term will be extended by one additional year subject to (B) below.

(B) If, after the full evaluation of the Superintendent's performance in the second year of this Contract, she has not received more than two "needs improvement" or "unsatisfactory" ratings in any of the Standards defined in Section 6 below (as voted by a majority of the School Committee), this Contract shall automatically extend for a fourth year, through June 30, 2021.

(C) If the School Committee does not notify before September 30 of the year before the expiration of this Contract that this Contract will not be renewed, then this Contract shall automatically renew for an additional one (1) year period, on such terms as are provided herein, subject to continuing employment and a satisfactory performance evaluation.

3. COMPENSATION

Contingent upon the faithful, diligent, professional and competent performance of the duties and responsibilities of the Superintendent as provided by law and herein, the School Committee agrees to pay the Superintendent for her employment and services an annual salary of $186,000.00 for the period July 1, 2017 – June 30, 2018 ("Year 1 Compensation").
Contingent upon the faithful, diligent, professional and competent performance of the duties and responsibilities of the Superintendent as provided by law and herein, and subject to a satisfactory performance evaluation, the Superintendent’s Compensation for Year 2 (July 1, 2018 – June 30, 2019) shall be Year 1 Compensation plus an increase of 2%, with a 1% increase applied for the first six months of the year and an additional 1% increase added for the second six months of the year (“Year 2 Compensation”); Compensation for Year 3 (July 1, 2019 – June 30, 2020) shall be Year 2 Compensation plus an increase of 2% (“Year 3 Compensation”); and Year 4 Compensation (July 1, 2020 – June 30, 2021) shall be Year 3 Compensation plus an increase of 2%.

In each Year of this Agreement, the Superintendent’s annual salary shall be payable in equal installments in accordance with the policy of the School Committee governing payment of other professional staff members.

The Superintendent shall not be entitled to overtime or compensatory time. The position is an exempt position under the Federal Fair Labor Standards Act.

The parties agree that the School Committee shall reimburse the Superintendent $2,500.00 annually for expenses incurred and travel costs related to her duties as Superintendent, with such payments made in equal installments over the course of each year of this Contract.

As a part of the School Committee’s support of the Superintendent’s ongoing professional development, the Committee shall pay the costs associated with the Massachusetts New Superintendent Induction Program (“NSIP”) for the first three years of this contract, and if a fourth year is triggered, shall pay $2,000.00 in that year against the costs associated with professional development coursework related to the Superintendent’s work.

4. LONGEVITY

The Committee wishes to recognize, as it does for other employees, the value of the services provided by the Superintendent over time. Therefore, in addition to salary set forth in Article 3, the parties agree that the Superintendent shall receive the following amounts at the start of the specified years of service as Superintendent:

Year Three (July 1, 2019): $1000.00

Year Four (if triggered pursuant to Article 2(B) above) (July 2, 2020):
$1,500.00

The parties further agree that following the Superintendent’s evaluation at the second year of this contract, they will enter into good faith negotiations about whether the above longevity payments should be increased.
5. WORK YEAR

The Superintendent’s work year during the term of this Contract shall consist of 225 days in each fiscal year(s) (July 1 - June 30) encompassed by this Contract. The daily hours of work shall be left to the good faith professional judgment of the Superintendent, subject to the operating needs of the Sharon Public Schools.

6. DUTIES AND RESPONSIBILITIES

The Superintendent shall diligently, faithfully, professionally and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the School Committee as provided in Massachusetts General Laws, ch. 71, s. 59, and all other applicable laws and regulations of the Commonwealth.

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 her or by her staff under her direction.

The “Superintendent” and/or her designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the “School District.” The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent’s carrying out her statutory, managerial, administrative or supervisory responsibilities.

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

7. GOALS, OBJECTIVES AND EVALUATION

State Standards, Goals & Annual Plan

The Superintendent shall be evaluated based on Standards and Rubrics ("the Standards") 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 CMP 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 concluded after July 1, 2010 shall be accomplished consistent with the provisions of M.G.L., ch. 30A relative to the Open Meeting Law.

District Goals

In addition to an evaluation using the Principles of Effective Administrator 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 15 of each school year.

Mid & End Cycle Review

On or before the 91st day of school and before the May Town election 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. Her 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 review of the Superintendent according to the Standards shall refer to the Superintendent's performance in each Standard as Exemplary, Proficient, Needs Improvement or Unsatisfactory. The review of the Superintendent's performance with respect to the goals shall assess each goal as Exceeded, Met, Significant Progress, Some Progress, or Did Not Meet. Each such ranking, under Standards and Goals, shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

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 May Town election of the current school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.
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 acknowledge 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.

Consensus Document

The evaluation document shall consist of one document reflecting the consensus or majority view of the Committee. The document 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 retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L. c. 30A, §22(e).

Public Discussion

Any and 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.

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.

Individual Concerns

Nothing in this agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss, to the extent consistent with the Open Meeting Law.

8. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may undertake outside consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations
consistent with the Superintendent's work as Superintendent, provided such activities do not in any manner interfere or conflict with the performance of the Superintendent's duties and responsibilities as Superintendent, or bring the School Department or School Committee into disrepute or place the School Committee and/or the Sharon School Department in a negative light. If such activities would require absence from work during school hours, the Chair of the School Committee shall be notified with reasonable advance notice. The School Committee recognizes the need for the Superintendent to continue the Superintendent's professional growth and education and hereby agrees to permit the Superintendent sufficient time during the work year to attend conferences, seminars, workshops or other meetings related to the Superintendent's work for the Sharon Public Schools.

9. CERTIFICATE

The Superintendent shall furnish to the School Committee and shall maintain as current throughout the term of this Contract a valid and appropriate certificate qualifying the Superintendent to serve and act as a Superintendent of Schools in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, ch. 71, s. 38G, and all other applicable laws and regulations of the Commonwealth. The Superintendent represents and warrants the validity of her credentials and experience proffered to the School Committee, and acknowledges and agrees that a material representation therein shall constitute sufficient grounds for termination pursuant to this Agreement.

10. EXPENSES AND DUES

The School Committee agrees to reimburse the Superintendent for expenses reasonably incurred in the performance of her duties under this Agreement upon timely documentation of the same.

Such reimbursable expenses may include, but shall not be limited to, the Superintendent's cost of attending appropriate state and national education meetings and conferences, professional dues, registration, lodging, meals, and work-related out-of-state travel that takes place more than 100 miles in distance from Sharon, Massachusetts, and which is not otherwise paid to the Superintendent under Section 3 of this Contract.

The School Committee agrees to pay the annual, professional dues of the Superintendent with respect to the Superintendent's membership in the Massachusetts Association of School Superintendents, American Association of School Administrators, and the Association for Supervision and Curriculum Development.
With respect to this Section, the Superintendent shall request advance approval from the Chair of the School Committee for any professional expense greater than $1,000.00, or when the total of any reimbursable travel related expenses related to a single trip is greater than $1,000.00.

11. SICK/PERSOINAL LEAVE

The Superintendent shall be entitled to up to 20 days of sick/personal leave during each year of this Contract. Unused sick/personal leave shall be allowed to accumulate to 250 days. Sick/personal time will accrue in two installments: the first 50% will accrue on the first calendar day of the fiscal year, and the second 50% will accrue on the 182nd day of the fiscal year.

Upon the Superintendent's separation from employment under this Agreement for any reason other than termination for cause under Section 17(C) of this Agreement, she shall be eligible for buyback of all accrued, unused sick days as follows: (1) for all days totaling up to fifty (50), at the rate of thirty dollars ($30) per day, and (2) for any days which exceed fifty (50) and up to sixty (60), at the rate of fifty dollars ($50) per day.

12. BENEFITS

The Superintendent shall be eligible to participate in all benefits programs (medical, dental, hospital and life insurance, ss. 457, 403, and 403(b) IRC defined contribution plans) currently provided to other employees of the Town of Sharon, subject to the terms and conditions of said programs and at the same rate as provided for and/or required of said municipal employees. If the Superintendent elects to participate in the Town's optional disability insurance program, the School Committee shall pay that portion of the annual premium charged to the Superintendent as employee.

No part of the Superintendent's absence because of a work-related personal injury or temporary disability shall be deducted from her leave under Section 12 of this Contract.

The Superintendent shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws, ch. 32, s. 2.

The parties agree that the Superintendent's resignation or retirement during a school year can be disruptive to School Department administration, and further agree that sufficient advance notice of resignation or retirement permits the Department to plan for the Superintendent's successor in an orderly manner. Accordingly, the parties agree that should the Superintendent elect to resign or retire effective June 30th of any year after Year 2 of this Contract and provides the School Committee at least one hundred and eighty (180) days advance written notice of such resignation or retirement, the School Committee
shall pay the Superintendent $7,500.00, which payment shall be made to the Superintendent within thirty (30) calendar days following the effective date of her resignation or retirement. In the event of the death of the Superintendent after such notice is given but prior to June 30th, this payment shall be made to the Superintendent’s estate.

13. VACATION LEAVE

The Superintendent shall be entitled to twenty-five (25) days of vacation during each year of this Contract, exclusive of weekends and legal holidays, and shall notify the Chair of the School Committee of her intended use of such days. The time for taking said vacation shall be subject to the approval of the Chair of the School Committee when those days fall on regular school days. Vacation time will accrue in two installments: the first 50% will accrue on the first calendar day of the fiscal year, and the second 50% will accrue on the 182nd day of the fiscal year.

The Superintendent shall have the option to either, (a) receive the cash value of her unused vacation time, up to a maximum of ten (10) days; or, (b) carryover her unused vacation time, up to a maximum of ten (10) days, into the next school year. In such circumstance, the Superintendent shall provide the Chair of the School Committee, no later than May 15, 2018 (and May 15th of each and every succeeding year), with written notice specifying the number of vacation days whose cash value she elects to receive ((a) above), or she elects to carry over into the next school year ((b) above). The Superintendent may elect both (a) and (b) above in any one school year, but the combination of days received in cash value and carryover days shall not exceed ten (10). Absent timely notice from the Superintendent under this paragraph, the School Committee shall treat any unused vacation time as carried over into the next school year (10 days maximum).

Upon termination of her employment for any reason, the Superintendent shall be paid the cash value of any earned and unused vacation time.

If the Superintendent elects to receive the cash value of unused vacation days in accordance with the paragraph above, up to a maximum of ten (10) days, she will receive such cash value based upon the contractual per diem rate then in effect, calculated by reference to the base compensation figure set out in Section 3, “Compensation” of this Contract (above) for the year in question, divided by 225.
14. **FAMILY BEREAVEMENT LEAVE**

The Superintendent will be allowed up to five (5) consecutive days for family bereavement leave upon each death of an immediate family member. The consecutive days shall be calendar days, which may include Saturday and Sunday.

15. **INDEMNIFICATION/LEGAL ASSISTANCE**

The School Committee will provide professional indemnification, including legal fees and costs, arising out of any claim, action, award, compromise, settlement or judgment attributable to any act or omission of the Superintendent while acting within the scope of the Superintendent's official duties of employment up to the limits provided in the Massachusetts General Laws, ch. 258. This indemnification provision shall survive the expiration of this agreement or the cessation of the employment relationship by any means or cause.

16. **TECHNOLOGY**

The School Committee agrees to provide the Superintendent a cell phone and a laptop computer for performance of her duties, at its expense. The phone and the computer (but not the work related digital data contained thereon) will become the property of the Superintendent upon her retirement from the Sharon Schools but only on the conditions that, (1) the Superintendent satisfactorily completes the term of this Contract, see Section 2(A) herein; and (2) such digital data is returned or otherwise transmitted by the Superintendent or her agent to the School Committee on or before her retirement date.

In all other circumstances, the cell phone and computer shall remain the property of the School Committee and must be promptly returned to the School Committee upon termination of employment.

17. **TERMINATION OF THIS CONTRACT/ARBITRATION**

This Contract may be terminated during its term by either,

(A) A mutually signed agreement of the parties regarding its termination;

(B) Retirement of the Superintendent; or,

(C) The School Committee's termination of the Superintendent's employment for inefficiency, incompetency, incapacity, conduct unbecoming a Superintendent, insubordination, or other just cause, whether under this Section and/or (D) below, consistent with Massachusetts General Laws ch. 71, s. 42.
(D) For the dismissal under above Section 17(C) to be effective, the School Committee must provide the Superintendent, at least 30 days in advance of the hearing upon the School Committee's proposed dismissal:

(i) Written notice of the charges or causes underlying the proposed termination of this Contract, with sufficient detail to reasonably place the Superintendent on notice of the reasons for the School Committee's proposed action;

(ii) Copies of documents relevant to the School Committee's proposed action;

(iii) Notice of the Superintendent's right to an executive session hearing before the School Committee, said hearing to occur prior to the official action being taken;

(iv) Notice of the Superintendent's right to be represented by legal counsel of her choosing, at the Superintendent's expense, at such hearing.

Following such hearing, which may be conducted in executive session at the option of the Superintendent, the School Committee may vote to terminate this Contract on one or more of the sufficient grounds identified above.

(E) In the event the Superintendent desires to resign or otherwise terminate this Contract before the term of the Superintendent's service has expired, the Superintendent may do so upon giving advance written notice of her intent no less than one hundred twenty (120) calendar days prior to the termination date provided to the Chair of the School Committee.

(F) Any and all controversies or claims arising out of or relating to any term or condition of this Contract or the breach thereof shall be adjudicated and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The determination and/or award of the Arbitrator thereby appointed shall be final and binding on the parties except to the extent that Massachusetts law permits review of the Arbitrator's decision.

Either party may invoke the arbitration provisions of this subsection by filing a demand for arbitration with the American Arbitration Association (Boston, Massachusetts office), with a copy to the other party, within three (3) years of the date on which the claiming party knew or should have known of a controversy or claim subject to arbitration (as defined above). The right of either party to file a demand for arbitration shall survive the expiration of this Contract.
The Arbitrator may enter any and all appropriate relief including, but not limited to, the dismissal of the claim, the allowance of the claim (partially or in full), and if the latter, such compensatory damages, costs, and interest as may be appropriate and established by the claiming party. In no case shall the Arbitrator's award order, compel, or otherwise require the School Committee's reinstatement of the Superintendent to her position as Superintendent.

18. ENTIRE CONTRACT

This Contract embodies the whole agreement between the School 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. Any prior correspondence, memorandum, agreements, statements, promises, assurances, and/or undertakings regarding the terms of the Superintendent's employment relationship with the School Committee are superseded by the terms herein, and are without any independent effect hereon.

This Contract may not be changed except by agreement between the School Committee and the Superintendent formalized in writing.

19. INVALIDITY

If any paragraph or other part of this Contract is hereafter deemed to be invalid as a consequence of inconsistencies with applicable laws, regulations, or other controlling legal basis, such inconsistency shall not affect the remainder of said Contract, but said Contract shall remain binding and effective as between the parties.

IN WITNESS THEREOF, the undersigned have executed this Contract on the date noted below, and to be effective on the day and year stated above.

The Sharon School Committee,
by its Chair