

**SECOND AMENDMENT TO
CONTRACT OF EMPLOYMENT
BETWEEN**

[REDACTED]

AND

THE CITY OF SOMERVILLE SCHOOL COMMITTEE

This Agreement (hereinafter referred to as the "Second Amendment") is made by and between the Somerville School Committee (hereinafter referred to as "the School Committee") and [REDACTED], Superintendent of Schools (hereinafter referred to as "the Superintendent").

In consideration of the promises contained herein, the School Committee and the Superintendent mutually agree as follows:

1. AMENDMENT OF PRIOR CONTRACT OF EMPLOYMENT:

The School Committee and the Superintendent agree to amend the Contract of Employment dated December 22, 2014 (hereinafter referred to as "the Prior Contract") between the parties, effective July 6, 2015 and amended by the First Amendment to Contract of Employment between Mary Skipper and The City of Somerville School Committee, dated January 23, 2017 (hereinafter referred to as "First Amendment"). Except as modified herein, all other terms, conditions, undertakings and agreements contained in the Prior Contract and First Amendment remain in full force and effect during the term of this Second Amendment.

2. TERM OF EXTENDED CONTRACT:

This Second Amendment shall commence upon execution by both parties, except as otherwise provided herein, and shall terminate on June 30, 2022, subject to the provisions of G.L. c. 71, §§ 41 and 59.

3. COMPENSATION:

Paragraph 5 of the Prior Contract is amended to provide: The Superintendent shall be paid a salary at the rate of two-hundred thirty thousand, nine-hundred and ninety-six dollars (\$230,996.00) for all duties performed by her under the Contract for fiscal year 2018, retroactive to July 1, 2017. For fiscal years 2019 through 2022, inclusive, the Superintendent's rate of annual compensation shall increase by a rate of 3% each year, provided the Superintendent earns a cumulative rating of at least proficient or exemplary on her annual review for the prior fiscal year.

Paragraph 5(B) of the Original Contract is amended by deleting the first two sentences of Paragraph 5(B). The third sentence in Paragraph 5(B) of the Original Contract remains in full force and effect.

4. VACATION LEAVE:

Paragraph 11(B) of the Prior Contract is amended by deleting the first sentence of Paragraph 11(B), and replacing it with the following language: "The Superintendent shall be entitled to twenty-five (25) paid vacation days annually. Upon execution of this Second Amendment, the Superintendent shall be credited with the annual allotment of vacation days for fiscal year 2018, less any vacation days she has already been allotted for fiscal year 2018. On each July 1 thereafter, the Superintendent shall be credited with the annual allotment of vacation days. If the Superintendent's employment is concluded for any reason on a day other than June 30, her vacation leave shall be considered pro-rated and earned at the rate of 2.08 days per month and her final payroll check may be reduced to reflect credited but unearned vacation days." The remaining language of Paragraph 11(B), as set forth in the Original Contract, is unchanged and shall remain in full force and effect.

5. TERMINATION OF AGREEMENT:

Paragraph 14(B) of the Original Contract is amended to provide: "On or before December 31, 2021, the School Committee shall notify Mrs. Skipper in writing as to whether it wishes to commence negotiations for a successor agreement. If the School Committee provides notice indicating its desire to commence negotiations for a successor agreement, it shall meet with Mrs. Skipper and attempt to conclude negotiations by June 30, 2022. Failure of the School Committee to provide such notice shall be considered the same as notice by the School Committee that it does not wish to commence negotiations for a successor agreement. In such event, this Contract shall expire on June 30, 2022, and Mrs. Skipper's employment shall not be renewed and shall terminate as of that date. In no event shall this Contract or Mrs. Skipper's employment renew automatically.

6. ENTIRE AGREEMENT:

This Second Amendment, the First Amendment, and the Prior Contract, to the extent that the First Amendment and Prior Contract are not inconsistent with the Second Amendment, embody the entire agreement between the School Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. This Second Amendment may not be changed except in writing, executed by the School Committee and the Superintendent. The Second Amendment shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

7. SEPARABILITY OF PROVISIONS:

If a court of competent jurisdiction deems any provision of this Second Amendment, or any application of this Second Amendment to the Superintendent, to be contrary to law, then such provision or application shall be invalid, provided that all other provisions and applications of this Second Amendment shall continue in full force and effect.

SOMERVILLE SCHOOL COMMITTEE

By: 
Chair, School Committee

Date: December 27, 2017

APPROVED AS TO FORM:


District Legal Counsel

SUPERINTENDENT OF SCHOOLS

By: 
Mary Skipper

Date: December 27 2017

**FIRST AMENDMENT TO
CONTRACT OF EMPLOYMENT
BETWEEN**

[REDACTED]

AND

THE CITY OF SOMERVILLE SCHOOL COMMITTEE

This Agreement is made by and between the Somerville School Committee (hereinafter referred to as "the School Committee") and [REDACTED], Superintendent of Schools (hereinafter referred to as "the Superintendent").

In consideration of the promises contained herein, the School Committee and the Superintendent mutually agree as follows:

1. AMENDMENT OF PRIOR CONTRACT OF EMPLOYMENT:

The School Committee and the Superintendent agree to amend the Contract of Employment dated December 22, 2014 (hereinafter referred to as "the Prior Contract") between the parties, effective July 6, 2015. Except as modified herein, all other terms, conditions, undertakings and agreements contained in the Prior Contract remain in full force and effect during the term of this First Amendment.

2. COMPENSATION:

Paragraph 5 of the Prior Contract is amended to provide that the Superintendent shall be paid a salary at the rate of two hundred seventeen thousand three hundred thirty dollars (\$217,330) for all duties performed by her under the Contract, retroactive to July 1, 2016.

3. WORK WEEK:

The parties agree to add new language to the Prior Contract as follows: "The Superintendent may adjust her work schedule during the 2017 summer vacation period, to enable her to complete her regular hours of work over four weekdays, rather than five."

4. ENTIRE AGREEMENT:

This First Amendment and the Prior Contract, to the extent that it is not inconsistent with this First Amendment, embody the entire agreement between the School Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. This First Amendment may not be changed except in writing, executed by the School Committee and the Superintendent. The First Amendment shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

5. SEPARABILITY OF PROVISIONS:

If a court of competent jurisdiction deems any provision of this First Amendment, or any application of this First Amendment to the Superintendent, to be contrary to law, then such provision or application shall be invalid, provided that all other provisions and applications of this First Amendment shall continue in full force and effect.

SOMERVILLE SCHOOL COMMITTEE

SUPERINTENDENT OF SCHOOLS



By 

Date: 1/23/2017

Approved as to form:
Counsel for Somerville School Committee

Date: _____

**FIRST AMENDMENT TO
CONTRACT OF EMPLOYMENT
BETWEEN**

AND

THE CITY OF SOMERVILLE SCHOOL COMMITTEE

This Agreement is made by and between the Somerville School Committee (hereinafter referred to as "the School Committee") and ██████████, Superintendent of Schools (hereinafter referred to as "the Superintendent").

In consideration of the promises contained herein, the School Committee and the Superintendent mutually agree as follows:

1. AMENDMENT OF PRIOR CONTRACT OF EMPLOYMENT:

The School Committee and the Superintendent agree to amend the Contract of Employment dated December 22, 2014 (hereinafter referred to as "the Prior Contract") between the parties, effective July 6, 2015. Except as modified herein, all other terms, conditions, undertakings and agreements contained in the Prior Contract remain in full force and effect during the term of this First Amendment.

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4. ENTIRE AGREEMENT:

This First Amendment and the Prior Contract, to the extent that it is not inconsistent with this First Amendment, embody the entire agreement between the School Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. This First Amendment may not be changed except in writing, executed by the School Committee and the Superintendent. The First Amendment shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

5. SEPARABILITY OF PROVISIONS:

If a court of competent jurisdiction deems any provision of this First Amendment, or any application of this First Amendment to the Superintendent, to be contrary to law, then such provision or application shall be invalid, provided that all other provisions and applications of this First Amendment shall continue in full force and effect.

SOMERVILLE SCHOOL COMMITTEE

SUPERINTENDENT OF SCHOOLS



By 

Date: 1/23/2017

Approved as to form:
Counsel for Somerville School Committee

Date: _____