



Sutton Public Schools

Sutton, Massachusetts 01590

This contract is made this 10th day of April, 2017, by and between the Sutton School Committee (hereinafter referred to as the “**Committee**”) and (hereinafter referred to as the “**Superintendent**”).

1. EMPLOYMENT

The Committee hereby agrees to employ the Superintendent as Superintendent of the Schools of the District for a five year period to commence as of **July 1, 2017** and to end on **June 30, 2022**. Superintendent hereby accepts employment as Superintendent, subject to the terms and conditions hereinafter provided.

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 his address of record by the Anniversary Date. The “Anniversary Date” of this agreement is defined as July 1.

2. COMPENSATION

A. The Superintendent shall be paid an annual salary commencing as of the effective date of this Agreement as follows:

2017-2018:	Salary of \$169,514
2018-2019:	Salary of \$174,599
2019-2020:	Salary of \$178,091 (2%)
2020-2021:	Salary of \$181,653 (2%)
2021-2022:	Salary of \$185,286 (2%)

Salary is payable in equal installments in accordance with the salary payments in effect for other certified employees.

B. Each year during which this contract is in effect, the Committee shall meet prior to the annual town election for the purpose of evaluating the Superintendent’s performance, as it relates to an increase in salary, in accordance with the terms of this agreement.

- C. All sums including, but not limited to, accrued salary and benefits due under any provision of this contract, or due upon resignation, termination, or death, shall be paid to the Superintendent or his estate in the next pay period.

3. DUTIES

The administration of school policy set 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. The parties hereto agree that:

- A. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the Sutton Public Schools (hereinafter referred to as 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 him or by his staff under his direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment.
- C. The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee or School Directors and all Committee meetings thereof, and shall serve as advisory 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.
- D. Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, 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 carrying out statutory, managerial, administrative or supervisory 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 Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.

4. TERMINATION OF AGREEMENT

This agreement may be terminated during its term by:

- A. Mutual agreement of the parties in writing.
- B. Retirement of the Superintendent.
- C. Dismissal of the Superintendent for good cause upon a two-thirds (2/3) vote of the full Committee. For these purposes, a two-thirds (2/3) vote shall require four (4) votes from a five (5) person committee in the affirmative. "Good cause", as defined by M.G.L. c.71, §42 prior to June 18, 1993 and as used herein, shall also mean any one or more of the following: gross misconduct, incompetence, inefficiency, insubordination, conduct unbecoming a Superintendent, or incapacity.

In the event the Committee proposes to dismiss the Superintendent prior to the expiration of the contract, the Superintendent shall be informed of the charges or causes for his proposed discharge and be given an opportunity for a hearing before the Committee prior to the official action being taken. Said hearing shall be convened in Executive Session. 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 thirty (30) 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.

- D. Death of the Superintendent.
- E. In the event the Superintendent desires to terminate this agreement before the term of service shall have expired, he may do so without penalty by giving, at least, one hundred twenty (120) days written notice of his intention to the Committee.

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

Any controversy or claim arising out of or relating to the sums due on termination shall be settled and determined by arbitration in accordance with the provisions of Article 15 hereunder.

5. SUPERINTENDENT'S LICENSE

The Superintendent shall maintain, throughout the term of this contract, a valid and appropriate license qualifying him to act as Superintendent of the District in the Commonwealth as required by M.G.L. c.71, §38G. The Superintendent shall provide a copy of said license to the Committee during his annual evaluation.

6. PROFESSIONAL ACTIVITIES

The Superintendent may accept speaking, writing, teaching, lecturing, or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties of Superintendent. The Superintendent shall provide 30 days prior notice to the Committee of his intent to engage in such activities.

7. BENEFITS

- A. The Superintendent shall be entitled to all insurance (medical, dental, hospital, vision, and life benefits) and all other fringe benefits currently available to Members of the Sutton Teachers Association, such benefits not to reduce benefits expressly provided in this contract. The Committee and the Superintendent may agree or alter components of these benefits or add benefits not currently available to professional personnel.
- B. In addition to the compensation and benefits specified in this agreement, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this agreement may hereafter be, received by any other District employee including, but not limited to, vacation leaves, illness benefits and sick leaves, health, dental, disability, life, and other forms of insurance protection, personal leaves, retirement programs, tax sheltered annuities, and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District employees, and without the necessity to comply with any length of service or collective bargaining unit membership conditions which might be applicable to such other employees.
- C. The Committee shall pay up to five hundred (\$500) dollars annually toward either the cost of a life insurance policy or disability insurance, to be determined by the Superintendent.

8. ANNUAL VACATION

- A. The Superintendent shall receive twenty-five (25) working days as paid annual vacation exclusive of legal holidays awarded at the beginning of each fiscal year.
- B. A maximum of twenty (20) annual vacation days may be carried over to the next fiscal year. Beginning with the 2018-2019 school year, ten (10) annual vacation days may be carried over to the next fiscal year.
- C. No more than twenty (20) annual vacation days may be taken during the summer school vacation, nor shall any more than four (4) consecutive days be taken during the school year without prior approval of the Committee.
- D. The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other District employees.

9. SICK LEAVE

The Superintendent shall be credited with ten (10) days annually commencing on the first day of each fiscal year. Unused sick leave may accumulate without limit.

10. PERSONAL DAYS

The Superintendent shall receive two (2) personal days annually. Unused personal days shall not be compensated.

11. REIMBURSEMENT OF EXPENSES

A. The Committee shall reimburse the Superintendent for attendance, including travel, food, lodging, and registration expenses at local, state, and national meetings and conferences reasonably incurred in the performance of his duties under this agreement upon submission of a written invoice for same.

B. The Committee shall pay dues and associated membership costs for the Superintendent in professional associations including, but not limited to, the Massachusetts Association of School Superintendents, Worcester County Superintendents Association, and the Association for School Business Administrators.

C. The Committee shall reimburse the Superintendent for other reasonable expenses incurred in the performance of his duties under this contract that have prior approval of the Committee.

12. PERFORMANCE

A. The Superintendent and the Committee shall fulfill all of the terms of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

B. The Committee shall evaluate the performance of the Superintendent in writing in accordance with a mutually agreed upon evaluation instrument, which clearly articulates the goals, objectives, and standards by which the Superintendent's performance will be measured. Such process shall be carried out in a manner consistent with the Commonwealth's Open Meeting and Public Records laws, M.G.L. c.30A, §18-25 as effective on or after July 1, 2010. Said instrument shall be completed by Committee members and shall be compiled by the Committee Chair, signed by the Superintendent, and placed in his personnel file. 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 may attach his response to the evaluation in his file.

13. ENTIRE AGREEMENT

This contract embodies the whole agreement between the 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. The contract may not be changed except by writing signed by the party against whom enforcement thereof is sought.

14. INVALIDITY

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

15. ARBITRATION

Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof, excluding claims based on state or federal anti-discrimination laws, statutes, or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. A judgment or award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal, or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of the Massachusetts General Laws.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party. Costs of the Arbitrator shall be split equally. Each party will be responsible for their own attorney's fees and other costs.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

16. INDEMNIFICATION

The Committee shall at all times defend, indemnify, and hold harmless the Superintendent to the maximum extent, including in accordance with the terms of M.G.L. c.258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that, upon cessation of the employment relationship, the Superintendent shall be compensated for such assistance or for assistance in any other proceeding including, but not limited to, grievance administration. Arbitration or hearings before the Labor Relations Commission, Civil Defense Commission, or other body, for any day or part thereof during which such assistance is rendered, will be at his then effective per diem rate of pay or \$400.00, whichever is greater.

The Superintendent may retain, at the expense of the Committee, if the Committee agrees and upon prior notice to the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases, Counsel for the Committee shall retain primary responsibility for preparation and presentation of the

case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.

This indemnification provision shall survive expiration of the employment agreement or the cessation of the employment relationship by any means or cause.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

_____, Superintendent
Sutton Public Schools

_____, Chair
Sutton School Committee

4/10/17
Date

April 10, 2017
Date

