

March 31, 2019

To: File,

Re: Superintendent Contract, memo dated 02/09/2018

Per the terms of the amendment attached, the contract of Superintendent
is currently extended to July 31, 2021. She received four
ratings of proficient during the evaluation process in October 2018.

Chair, Wareham School Committee

**CONTRACT BETWEEN THE WAREHAM, MASSACHUSETTS
SCHOOL COMMITTEE AND
SUPERINTENDENT OF SCHOOLS**

AMENDMENT

TERM

The Superintendent shall be employed from August 1, 2018 through July 31, 2020. If the evaluation of the Superintendent for any school year results in ratings of Proficient or higher by at least three members of the School Committee, the extension of her contract by one year will automatically occur. In no event shall this contract extend beyond July 31, 2023.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 9th day of February, 2018.

Superintendent of Schools

Chair of the Wareham School Committee

**CONTRACT BETWEEN THE WAREHAM, MASSACHUSETTS
SCHOOL COMMITTEE AND
SUPERINTENDENT OF SCHOOLS**

CONTRACT OF EMPLOYMENT

This contract is made as of November 4, 2015 by and between the Wareham, MA School Committee, hereinafter referred to as the "Committee" and hereinafter referred to as "Superintendent."

EMPLOYMENT

The Wareham School District hereby employs _____ as Superintendent of the Wareham School District and hereby accepts employment subject to the following terms and conditions.

TERM

The Superintendent shall be employed from August 1, 2016 through July 31, 2019. The Committee will, prior to August 1, 2018, vote whether or not to enter into negotiations for a new or extended contract with the Superintendent. The Superintendent shall notify the Committee not later than April 30, 2018 of her desire to enter into such negotiations. The failure of the Committee to vote prior to August 1, 2018 shall not be construed as a roll over or an extension of the Contract. In no event shall the non-renewal of the Superintendent's Contract be considered a termination of same. If applicable, if the first two years of a contract result in ratings of Proficient or higher, negotiations for a new or extended contract will automatically commence.

COMPENSATION

Effective August 1, 2015 the Superintendent's annual salary is \$156,060 until the annual evaluation to be concluded by October 31, 2016 but in no event less than her annual salary as of August 1, 2015. Each subsequent August 1, as determined by the annual evaluation, the Superintendent may be eligible for a salary increase.

Performance Incentive Payment: The Superintendent shall establish annual performance goals at the commencement of each school year to be submitted to the Committee for their review and approval, pursuant to the terms of this Agreement. The Committee may award a merit bonus based on performance up to 5% of the annual salary.

VACATION CLAUSE

The Superintendent shall be allowed twenty (20) days' vacation per year, subject to notification, in advance, to the Committee Chair. Up to five (5) unused vacation days may be carried over one year with Committee Chair

approval. At any one time the number of vacation days cannot exceed 25. If the Superintendent resigns before July 31 of any year, she shall be paid a pro rata share of vacation earned for that year.

HOLIDAYS

The Superintendent shall be entitled to all holidays as observed by the Wareham School District Central Office.

PAID LEAVES OF ABSENCE

The Superintendent shall be allowed fifteen (15) annual paid sick days.

The Superintendent may carry over any unused sick days from one Contract year to the next, up to a maximum of two hundred (200) days, for her use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committee, and the Superintendent, at the request of the Committee, shall provide a physician's certification of illness. Unused sick leave shall not be reimbursed upon termination or non-renewal of her employment. The Superintendent may take sick leave for family/household members, as needed within her accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. Upon use of more than fifteen days sick leave in any fiscal year the Superintendent, at the request of Committee, shall provide a physician's certification of illness.

The Superintendent may take bereavement leave as needed.

In cases of vacation, sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such vacation or leave.

TERMINATION

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, she may do so if she gives at least one hundred and 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: Termination for Good Cause

Where good cause exists, the Committee may discharge the Superintendent. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an effective school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, ineffectiveness, incapacity, conduct unbecoming a Superintendent or insubordination. The Committee may discharge the Superintendent provided that, the Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal, and if she so requests, she shall be given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committee at which hearing she may be represented by an attorney, at

her own expense, or other representative to present evidence and to call witnesses pertaining to the bases for the decision and to her status as an employee. Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate her. The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association.

Under no circumstances shall the arbitrator award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying her to act as the Superintendent for the Wareham School District as required by M.G.L.c.71, §38G. Any material misrepresentation on the Superintendent's application for employment or her resume shall constitute good cause for the termination of her employment pursuant to this Agreement.

DUTIES

shall serve as the Superintendent of the Wareham School District, and she shall perform in good faith and in full time the duties and obligations of the Superintendent as provided in the job description, and other duties from time to time assigned to her by the Committee, and she shall use her best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and she shall comply with all applicable laws and regulations.

The Superintendent shall serve as the Executive Officer of the Committee as provided in Mass G.L. Chapter 71, §59. The Superintendent shall report any financial irregularities to the Committee, including but not limited to any potential deficits.

REIMBURSEMENT FOR EXPENSES

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties 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 out of state reimbursement in advance and attendance at conference(s) prior to registration.

FRINGE BENEFITS

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

ANNUITY

The Committee shall annually pursuant to Mass G. L. Chapter 71, §37B pay \$5,000.00 to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of the Superintendent, provided that the statutory authority remains in effect and the Superintendent chooses to retain the investment. The Superintendent may add her own contribution to the compensation paid by the Committee.

MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once every year. A statement from the physician certifying to the physical competency of the Superintendent shall be submitted to the Chair of the School Committee and shall be treated as confidential information. The District shall pay the cost of said physical examination and reports.

ABILITY TO CONSULT

The Superintendent, using vacation time, may consult for up to five days per year provided that said consulting does not interfere with her performance of duties as Superintendent and is consistent with Chapter 268A. The Superintendent shall notify the Committee Chair, in writing, of the nature of such consulting.

EVALUATION

The Committee shall annually evaluate the performance of the Superintendent, in writing, in accordance with an evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Committee shall evaluate the performance of the Superintendent annually, no later than October 31. The Superintendent will submit, no later than November 30 of each year her goals and objectives to the Committee for their review and approval. The Committee shall vote on the composite evaluation compiled by the Committee Chair, and the Superintendent may attach her response, if any, thereto. The standards and processes in the evaluation process shall be consistent with regulations issued by the MA Department of Elementary and Secondary Education for superintendent evaluations as revised most recently.

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 Mass G.L. Chapter 258. Notwithstanding any other language or provisions in this Agreement 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 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 terms of this Agreement.

ENTIRE AGREEMENT

The Contract embodies the entire agreement between the Committee, and the Superintendent, and there are no inducement, promises, terms, conditions or other

