

***Webster School Committee
Superintendent's Employment Contract***

Agreement made this 4th day of December, 2019 between Ruthann Petruno-Goguen, hereinafter referred to as the "Superintendent," and the Webster School Committee, hereinafter referred to as the "Committee."

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Employment

The Committee hereby employs Ruthann Petruno-Goguen as Superintendent of the Webster Public Schools and Ruthann Petruno-Goguen hereby accepts employment as Superintendent of the Webster Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

- a) This agreement shall commence July 1, 2020 and shall terminate June 30, 2024.
- b) The Superintendent shall notify the Committee, in writing, on or before June 1, 2023 as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c) The Committee on or before June 30, 2023, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. In the event there is no notification to the Superintendent, this contract will be extended automatically for a period of one year, ending on June 30, 2025.
- d) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and conclude negotiations and a vote of the committee by December 31st, 2023.

9 total years of service \$4000.00

12 total years of service \$5000.00

Life Insurance

In addition to minimum statutory plans or life insurance plans available to other employees in the District, the Committee shall contribute, not to exceed, \$1000.00 dollars annually toward the purchase of a life insurance policy selected by the Superintendent, with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

Disability Insurance

The Committee shall contribute, not to exceed \$3000.00 dollars annually towards the purchase of a disability insurance policy selected by the Superintendent, with appropriate tax, FICA and retirement withholdings.

Annuity

The Committee shall, pursuant to M.G.L c71 s37b, contribute as pre-tax dollars \$4000 each fiscal year of the contract thereafter 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.

4. Evaluations

The Committee will publicly discuss and review the Superintendent's job performance with her once annually, to be completed no later than June 30, each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written majority report prepared by the School Committee Chairperson, which is a public document and shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report, and the individual committee member's evaluations prior to the public review of her evaluation at the Committee meeting. Written statements from individual members

shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to address the Committee and attach a response to said majority report or individual committee evaluations.

The evaluation document should make use of the Massachusetts Department of Elementary and Secondary Education model for Superintendent evaluations, using the rubrics, and suggested forms for documenting the process of goal setting, performance measures, and summative evaluation. The Committee retains the right to approve the Superintendent's goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract.

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. At any time prior to the public meeting at which Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent may schedule one or more individual and private meetings with each committee member so that s/he may discuss with each member his or her own individual concerns, praises, conclusions, or findings concerning the Superintendent's performance.

5. Duties and Responsibilities

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 M.G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth. The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with 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 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 "School District" consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis shall be part of the minutes of the meeting.
- 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 her or by her staff under her direction. The District shall conduct a review of all books and accounts as the Superintendent's first date of employment.
- c) 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.
- d) Criticisms, complaints, and suggestions 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, ensuring responsiveness to the public and fairness.

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

6. Tuition/ Course Reimbursement

- a) The Superintendent shall be eligible to request reimbursement for courses, training or workshops related to leading the “School District.”
- b) The Superintendent shall request and receive approval from the Committee prior to enrollment/participation.
- c) The Committee shall provide reimbursement only to the extent that expenses are not covered by discounts, subsidies, grants, scholarships, or other tuition supports.
- d) The Superintendent shall successfully complete the course, training or workshop and submit an official grade or completion certificate for reimbursement.

7. Outside Professional Activities

The Superintendent is encouraged to share best practices as an Educational Leader. The Superintendent shall not take on consultative work, speaking engagements, lecturing or other professional duties during the school week without prior notification to the Committee Chair. Provided such activities do not in any manner interfere or conflict with the duties and responsibilities of the Superintendent they will be permitted.

8. Certificate

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass G.L. Chapter 71, Sections 38G and all other laws and regulations of the Commonwealth.

9. Dismissal or Suspension

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in

accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered dismissal.

The Superintendent shall be subject for good cause by a majority vote of the School Committee. 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 efficient 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, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent shall be furnished with a statement of reasons for the proposed discharge and shall be provided the opportunity to meet with the Committee, respond and address such reasons prior to a vote by the Committee. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Superintendent. Unless agreed otherwise, such meeting shall be conducted in executive session pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a)(1). The Superintendent shall be entitled to representation of counsel at her own expense. The Superintendent may appeal a dismissal decision only through arbitration conducted under the auspices of the American Arbitration Association. An arbitrator may award monetary remedy for lost pay for the balance of the contract term, and shall not make any award of reinstatement.

10. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate the contract, prior to its expiration date, upon written notice to the Committee of (90) ninety school days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the

Committee. The Superintendent may request, and the Committee may consider termination on less than (90) ninety school days notice.

11. Reimbursement for Travel, Expenses, Dues, Conferences and Tuition

- a) The Committee agrees to provide a stipend for the Superintendent in the amount of \$6000.00 dollars per year for travel expenses related to her duties. Said stipend shall be paid in regular increments convenient to both parties.

- b) The Committee agrees to provide a stipend to the Superintendent in the amount of \$100.00 per month to defray costs related to the business use of her cell phone.

- c) The Committee agrees to pay for the annual membership fees of the Superintendent to:
 - The American Association of School Administrators
 - The Massachusetts Association of School Superintendents
 - The Association of Supervision and Curriculum Development
 - The Southern Worcester County Superintendents' Association
 - Learning Forward (formerly known as the National Staff Development Council)
 - Marshall Memo
 - A local service or civic group

- d) The Committee agrees to reimburse for the Superintendent to attend professional conferences, including lodging and travel expenses, up to a maximum of \$5000.00 dollars annually. The Committee will allow the Superintendent to use the funds for conference attendance by other members of the administrative staff.

12. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (18) eighteen days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (150) one hundred and fifty days.

The Superintendent shall have the right to voluntarily be a member of the Sick Bank established for administrators, secretaries and custodians.

13. Health Insurance

The Superintendent shall be eligible to group medical, health and life insurance as is currently available to Town Employees upon payment of her share of premium(s). She agrees to participate at the agreed upon contribution rate for health insurance currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

Should the Superintendent elect to obtain health insurance other than through the Town of Webster, she would be entitled to receive a stipend of five hundred (\$500.00) dollars each year of this contract.

14. Vacation

The Superintendent shall be entitled to (30) thirty days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent shall be allowed to carryover up to (15) ten days from any (1) one contract year to the next. The maximum accumulation of vacation days at any one time shall be 45 days. The committee agrees to buy back up to (5) five days of vacation annually. Any additional days will be forfeited. If the Superintendent resigns or retires prior to June 30, she will receive a pro-rata share of vacation based upon the numbers of months worked.

15. Bereavement Leave

The Superintendent will be allowed up to (5) five days for bereavement for immediate family and any other family member, where the Superintendent may be responsible for the burial arrangement. Bereavement for extended family members will be one day.

In the event of the death of death in the immediate family, the Superintendent will be granted leave with pay not to exceed (5) five workdays. Such leave will not be deducted

from sick leave. For the purposes of this section, immediate family shall mean: mother, father, brothers, sisters, mother and father in-law, husband, wives, sons, daughters, step sons and daughters, grandparents, and grandchildren. The Superintendent may take up to (4) four bereavement days per year for a death not covered by funeral leave. Bereavement days not covered by funeral leave will be deducted from sick days.

16. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (5) five days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave in advance, unless required in an emergency.

17. Religious Days

Religious Holidays will be allowed. They are not to be charged against personal or sick leave.

18. Holidays

The following days or whenever they are celebrated shall be considered to be paid holidays for the Superintendent:

January 1 st	Columbus Day
Martin Luther Kind Day	Veteran's Day
President's Day	Day before Thanksgiving*
Good Friday	Thanksgiving
Patriot's Day	Day after Thanksgiving
Memorial Day	Day before Christmas*
July 4th	Christmas Day
Labor Day	Day after Christmas
	Day before New Years*
	Note: * Early Release Days

When any of the above holidays fall on a normal day off and is not celebrated by the district, the Superintendent will receive a floating holiday to be taken during the current fiscal year.

19. Jury Duty

Any employee required to perform jury duty shall receive leave with pay for the period of such duty. Compensation shall be the difference between jury duty pay and the employee's regular salary.

20. Assault / Work Related Injury

If the Superintendent is unable to work as a result of an assault or work related injury, she shall receive the difference between any/all compensation insurance payments and the Superintendent's regular pay, such differential shall not be charged to sick leave.

21. Tax Sheltered Annuities

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction.

22. State Retirement Association

The Superintendent shall be a member of the Massachusetts Teacher Retirement System as required by M.G.L Chapter 32, Section 2.

23. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

24. Indemnification

a) The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and 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 proceedings, 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 at her then effective per diem rate of pay or \$800.00, whichever is greater.

b) The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with 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 the 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 provided the parties interests are not adverse.

c) This indemnification provision, Article XXIV, a, b, c, shall survive expiration of this agreement or the cessation of the employment relationship by any means or cause.

25. Entire Agreement

This contract embodies the whole agreement between the Committee and Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This may not be changed except by agreement of all parties in writing.


IN WITNESS WHEREOF, the undersigned have executed this contract the day and year aforesaid.

SUPERINTENDENT

WEBSTER SCHOOL COMMITTEE CHAIR



Ruthann Petrino-Goguen Ed.D



Chairman, David Hurton

12/4/19

Date

12/4/19

Date

Witness: Lori Glennon Date 12.4.19