

WINTHROP PUBLIC SCHOOLS

WINTHROP, MASSACHUSETTS

SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT

THIS AGREEMENT made as of June 1, 2021 by and between the Winthrop School Committee, hereinafter referred to as the "School Committee or Committee", and Lisa Howard, hereinafter referred to as the "Superintendent of Schools or Superintendent" and together referred to as the "Parties".

WHEREAS the Parties by this Agreement seek to amend the Employment contract of the Superintendent and exercise the fourth year option contained in the Agreement between the Parties made on March 12, 2018.

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

1. The terms and conditions of the March 12, 2018 Employment Contract between the Parties shall remain in effect except as modified below.
2. Paragraph 2 (a) Term is amended to extend the employment agreement to June 30, 2022.
3. Paragraph 3 Compensation is amended to state:

Commencing July 1, 2021 the annual salary of the Superintendent shall be increased to \$175,265.00

On June 30, 2021, payable on or after, July 1, 2021, for matters that require the Superintendent of Schools to act in a manner that is above and beyond the general matters of operating a school system, requiring direction, guidance, decision making, activity and time that is not usual and customary, the Superintendent will receive a one time stipend of \$4000.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement


and a duplicate there this 1 day of JUNE, 2021.

SUPERINTENDENT OF SCHOOLS



Date

TOWN OF WINTHROP
SCHOOL COMMITTEE



Chairman Date

**WINTHROP PUBLIC SCHOOLS
WINTHROP, MASSACHUSETTS**

**SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT**

THIS AGREEMENT made as of March 12, 2018 by and between the Winthrop School Committee, hereinafter referred to as the "School Committee or Committee", and [REDACTED] hereinafter referred to as the "Superintendent of Schools or Superintendent." In consideration of the promises herein contained, the parties hereto agree as follows:

I. **EMPLOYMENT**

The Committee hereby employs Lisa Howard as Superintendent of Schools for the public schools of Winthrop, and said Superintendent hereby accepts employment on the terms and conditions hereinafter set forth.

2. **TERM**

(a) The Superintendent shall be employed under the terms of this Agreement and GL. c.71 § 59 commencing on March 12, 2018 and continuing until June 30, 2021.

(b) The parties agree to a fourth year of employment under this Agreement that is subject to an option to be exercised by both parties. The Committee must vote to exercise the option for an additional year of employment for fiscal year July 1, 2021 through June 30, 2022. The Committee must exercise its option by January 1, 2021. The Superintendent must notify the

Committee on or about November 15, 2020 that the Committee must place on its agenda in a December 2020 meeting the issue of whether to exercise the option for the fourth year.

If the Committee decides to exercise the option for the fourth year of employment under this Agreement the Superintendent shall have two (2) weeks to exercise her option.

The decision by the Committee or the Superintendent not to exercise the option for a fourth year of employment shall not be considered an early termination for the purposes of the liquidated damages clause under section 2(c) or a dismissal under section 2(d).

(c) In the event that said Superintendent terminates this Agreement before its expiration she shall be subject to a liquidated damages provision as set out below in section (b)(1).

(b)(1) If the Superintendent voluntarily terminates her employment with the Winthrop School Committee before the expiration date of the Agreement she shall pay the School Committee liquidated damages. Because the damages which would be sustained by the School Committee as a result of a breach by the Superintendent of paragraph (a) are inherently uncertain and not susceptible to exact determination, the parties have agreed that the measure of damage sustained by the Committee will be fifteen (15%) percent of her annual salary. Voluntary termination under clause 2(b) (1) shall not include incapacity or disability or if the Superintendent voluntarily retires because she is unable to perform the job duties of the Superintendent due to her illness or that of a member of her immediate family.

(d) Dismissal or Termination The Committee may discipline or dismiss the Superintendent after hearing for good cause at any time during the term of this Agreement. If the Superintendent is dismissed this Agreement will be terminated. However, the Superintendent shall have the right to seek review of such discipline or dismissal within thirty days after receiving notice of her discipline or dismissal by filing a demand for arbitration with the American Arbitration Association.

Good cause shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system and may include off duty conduct. No arbitrator may apply a definition of the words good cause other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds have been put forth in good faith and have been substantiated by a preponderance of evidence.

(e) This Agreement may be terminated at any time by mutual agreement of the parties.

3. COMPENSATION

(a) The Superintendent shall be paid an annual salary of:

1. one hundred sixty-two thousand dollars (\$162,000) commencing on March 12, 2018;
2. commencing July 1, 2019, the salary shall be increased by 1.5% to \$164,430;
3. commencing July 1, 2020, the salary shall be increased by 2% to \$167,718.

If the parties both exercise their option for a fourth year of employment under this Agreement the annual salary shall be determined by negotiations between the parties

(b). Each year beginning in June 2019, during which this Agreement is in effect, the Committee and the Superintendent shall meet for the purposes of reviewing and evaluating the Superintendent's performance pursuant to Section 11(a).

4. DUTIES

The Superintendent is engaged by the Committee and shall faithfully perform the duties as are derived from all applicable federal, state, local laws and by-laws and from the policies and regulations of the Massachusetts Department of Education and the Committee. The Superintendent shall devote her entire time, attention, and energy to her duties (contained in the job description which is appended hereto as Attachment A) during normal business hours as established by the Committee and she shall not during the term of this Agreement be engaged in any other business activity whether or not such business activity is pursued for gain, profit, or other pecuniary advantage during said normal business hours. Other activities of a professional nature may be authorized during normal business hours at the sole discretion of the Committee.

5. WORK YEAR

The work year shall be on a twelve (12) month basis from July 1 through June 30 and the Superintendent shall attend evening and weekend meetings and other events as required.

6. CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate authorizing her to act as Superintendent of the District in the Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G unless exempt by Massachusetts General Laws.

7. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT

(a) The Superintendent shall function as the chief executive officer of the school district and shall have complete freedom, subject to law and any legally binding contracts of the Committee, to organize, reorganize and arrange the administrative and supervisory staff in such way as in her best judgment best serves the School District. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, and shall be vested in the Superintendent and her staff.

(b) The Committee, individually and collectively, shall promptly refer criticisms, complaints and suggestions brought to its attention to the Superintendent for study and recommendation.

8. STATE RETIREMENT ASSOCIATION

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

9. FRINGE BENEFITS

(a.) The Superintendent shall be eligible for all insurance benefits (medical, hospital and life) currently available to other school employees. The health insurance monthly premium split shall be eighty-five (85%) percent paid by the School Committee and fifteen (15%) percent paid by the Superintendent.

(b.) During the negotiation of this Agreement the Superintendent represented to the Committee that it was her intention not to participate in the health insurance plans offered by the School Committee and the Town of Winthrop. The representation of the Superintendent was a determining factor in the salary and fringe benefits offered by the Committee and agreed to by the parties. In the unlikely event the Superintendent exercises her right to participate in health insurance offered by the School Committee and the Town of Winthrop during the term of the Agreement, the Committee retains the right to reopen the salary and fringe benefits of the Agreement. The Committee agrees not to exercise the right to reopen the Agreement concerning salary and fringe benefits with the payment of the Superintendent of six hundred and twenty-five (\$625.00) dollars per month for each month she participates in the health insurance plan offered by the School Committee and the Town of Winthrop. The parties agree this payment is for the express purpose of the School Committee not to exercise its right to reopen the Agreement.

(c.) The Superintendent shall be entitled to sick leave of fifteen (15) days per year which shall be earned at the rate of one and one quarter(1 1/4) days per month. As of March 12, 2018 the Superintendent shall be credited with sixty (60) sick days. Sick leave may be accumulated from year to year to a maximum of one hundred (100) days. At retirement there shall be a sick leave buy back payment of one-hundred (\$100.00) dollars for each day of accumulated sick leave up to a maximum of forty-five (45) days.

(d.) In addition to the Superintendent's regular compensation the Committee beginning on July 1,

2018 shall make an annual lump sum payment, on or about July 1, or in the first pay period of each fiscal year of two thousand (\$2000) dollars to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71 §37B, and sec. 403(b) of the IRS Code. The Superintendent may add her own contribution to the compensation paid by the Committee.

(e) The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration for two (2) in-state conferences per fiscal year up to a maximum of one thousand -five hundred (\$1500) dollars. With prior approval of the Committee as to travel, food, lodging and registration the Superintendent may also attend out of state or national conferences.

The Committee shall pay all dues associated to the costs of membership for the Superintendent in the following professional Associations, including but not limited to:

- (a) Massachusetts Association of School Superintendents
- (b) A. A. S. A.
- (c) A.S.C.D.

10. ANNUAL VACATION

The Superintendent shall receive each year twenty five (25) working days' vacation exclusive of holidays and may use same at her discretion. The Superintendent shall be allowed to accumulate said vacation days commencing in the year of this agreement with no limit.

The Superintendent may redeem unused vacation leave on an annual basis, not to exceed ten (10) days at the current per diem rate by notifying the Committee of her intent to do so on or before June 15 of each fiscal year.

All accumulated unused vacation time will be paid to the Superintendent (or her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

Any accrued unused vacation from the annual entitlement remaining from the final year

of employment shall be paid to the Superintendent upon separation.

11. RELATION BETWEEN THE COMMITTEE AND SUPERINTENDENT AND EVALUATION

(a) The Superintendent shall develop and prepare goals and objectives for each upcoming school year and submit them to the Committee before July 31 of each year. The Committee shall agree to said goals and objectives and may propose modifications or additions on or before September 30 of each year. The Committee shall meet with the Superintendent in June of each year to evaluate her performance as measured against these agreed upon goals and objectives and then determine the payment of a stipend, as set out in paragraph 3(b) above.

12. PERFORMANCE

(a) The Superintendent shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

13. INDEMNIFICATION

The Committee agrees that it will indemnify the Superintendent consistent with the terms of the Massachusetts Tort Claims Act, G.L. Chapter 258.

14. ARBITRATION

In the event there is a dispute concerning the meaning or application of any term or provision of this Agreement, such dispute shall be resolved by binding arbitration. Either party may initiate the arbitration process by providing a written notice to the other party of their intent to file a "demand" for arbitration. The notice shall provide specific information concerning the matter(s) in dispute including the identification of the provision(s) in the Agreement which are at issue. The arbitration process shall be conducted by and governed by the rules of the American Arbitration Association. Each party shall equally share in the fees and costs associated with the conduct of the arbitration and each shall pay for their own legal representation or other costs incurred in

presenting their case.

In any dispute arising out of the termination of employment of the Superintendent for "good cause," the arbitrator is bound to apply the definition of the words "good cause" provided for in this Agreement. If the arbitrator determines that the termination was not for good cause her authority is limited to awarding the Superintendent monetary damages which may not exceed what the Superintendent would have been entitled to had her contract not been terminated prior to its expiration. In no case may such award order or require the reinstatement of the Superintendent to her position.

An award issued by an arbitrator pursuant to this section shall be final and binding and subject to the provisions of G.L. Chapter 150C.

15. 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 a writing signed by the party against whom enforcement thereof is sought.

16. WAIVER

The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties, unless said waiver is in writing and signed by both parties.

17. 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.

18. CONSTRUCTION OF AGREEMENT


This Contract shall be executed in duplicate, each of which shall constitute an original, and

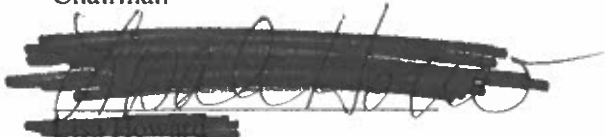
shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate there this 12 day of March, 2018.

TOWN OF WINTHROP
SCHOOL COMMITTEE



By 
Chairman




Superintendent