

SUPERINTENDENT CONTRACT OF EMPLOYMENT  
AMHERST-PELHAM REGIONAL SCHOOLS  
AMHERST PUBLIC SCHOOLS  
PELHAM PUBLIC SCHOOLS

Whereas, the Committees wish to extend the Superintendent's employment for the period of July 1, 2021 through and including June 30, 2024 by entering into a successor Employment Agreement ("Agreement") for that period;

NOW, THEREFORE, the parties, in consideration of the promises herein contained, mutually agree as follows:

1) **EMPLOYMENT:** The Committees hereby employ Dr. [REDACTED] as Superintendent of the Amherst, Pelham and Amherst-Pelham Regional Schools (hereinafter referred to as the "Districts"), and the Superintendent hereby accepts such employment on the following terms and conditions.

2) **TERM:** The Agreement shall have the term of July 1, 2021 through and including June 30, 2024, and the Superintendent's employment shall be extended for this term; provided that the term of this Agreement and the Superintendent's employment shall automatically be extended by one (1) year each July 1, beginning July 1, 2022, unless the Committees give the Superintendent written notice of their intent not to extend by June 30<sup>th</sup> of that calendar year. The Agreement shall be subject to Section 4, Termination, below.

3) **COMPENSATION:**

a) The Superintendent shall continue to receive a gross annual salary of one hundred sixty-three thousand, one hundred forty dollars (\$163,140.00). Effective July 1, 2021, the Superintendent shall be paid a gross annual salary of one hundred seventy thousand, two hundred seven dollars (\$170,207.00). The Committees shall determine, after conferring with the Superintendent, the amount of any increase to be awarded, effective July 1, 2022 and/or any July 1<sup>st</sup> during the term or extended term of this Agreement, based on the Superintendent's performance and the Districts' finances.

Salary is subject to withholdings and deductions permitted or required by law and/or authorized by the Superintendent. The annual salary shall be payable in bi-weekly, equal installments.

b) In addition to the salary set forth above, the Superintendent shall receive:

(i) a longevity payment based on his years of service as follows:

The beginning of the 16 <sup>th</sup> year	\$1750
The beginning of the 21 <sup>st</sup> year	\$2250
The beginning of the 26 <sup>th</sup> year	\$2800
The beginning of the 31 <sup>st</sup> year	\$3400

(ii) an annual lump sum in the amount of \$2,500 in recognition of the successful completion of his doctorate degree; and

(iii) a reimbursement of up to \$2,500 per year for life insurance premium payments made by the Superintendent for a life insurance policy of the Superintendent's choosing.

4) TERMINATION; SEVERANCE:

- a) This Agreement and the Superintendent's employment may be terminated or modified by mutual written agreement of the parties at any time.
- b) In the event that the Superintendent desires to terminate this Agreement before the term of the Agreement and his employment expires, he may do so by giving at least one hundred twenty (120) days' notice of his intention to the Committees.
- c) This Agreement and the Superintendent's employment shall terminate upon his death.
- d) The Superintendent may be removed for Good Cause as a result of willful misconduct, willful dereliction of duty, egregious and persistent documented performance failures, acts of embezzlement, fraud against the Districts or commission of a felonious act or death. In the event of a termination for Good Cause, the Committees shall have no obligation to pay the severance pay designated below in Sub-section 4(e). This Agreement shall terminate upon any separation from employment.
- e) Termination of employment and this Agreement for any reason not stated in Sub-section 4(d) shall result in the payment of twelve (12) months' severance.
- f) Prior to terminating the Superintendent for Good Cause under Sub-section 4(d), the Committees shall follow the following procedure:
  - i) The Committees shall meet in Executive Session for the purpose of determining whether to initiate the termination process including a determination of the reasons for considering whether to terminate the Superintendent. The Superintendent shall be provided notice of the meeting and shall have the right to be present and other rights as established by the Open Meeting Law, G.L. c. 30A, as it may be amended from time-to-time.
  - ii) If the Committees, at the meeting(s) called for the purpose outlined in paragraph (f)(i) immediately above, decide to initiate termination proceedings, the Committees shall issue the Superintendent a written notice stating the reasons why the Committees are considering his termination.
  - iii) The Superintendent shall have ten (10) business days from receipt of said written notice to request a meeting to address the stated reasons for considering his termination.
  - iv) If the Superintendent requests a meeting, the Committees shall meet and give the Superintendent proper notice of the meeting in accordance with the Open Meeting Law, G.L. c. 30A, as it may be amended from time-to-time, and afford him the rights as established therein. Where Good Cause exists, the Committees may discharge the Superintendent upon a vote in the affirmative of six (6) members of the Region Committee and upon a vote in the affirmative of four (4) members of the Union 26 Committee, or such quantity of vote as required by law for Superintendent Union Superintendents, thereby terminating this contract prior to the expiration date stated above, provided the

Superintendent has been informed in writing of the charge or charges and cause or causes for his proposed discharge, as stated above, and has been given an opportunity for a hearing before the Committees' prior to official action being taken. Said hearing shall be convened in Executive Session as discharge invariably affects a Superintendent's reputation and character. Because a hearing or prospective vote on employment may adversely affect property rights and liberty interests, the Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent, and who may on behalf of the Superintendent, present documentary evidence. The Superintendent may record the hearing electronically or by stenographer at his own expense. The Committees shall provide a minimum of ten (10) calendar 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. The Committees shall make a good faith effort to provide copies of all relevant documents on which the Committees intend to rely for such action at least five (5) business days prior to the hearing. Said documents may be entered into the stenographic record, if one is being created, or manually logged by the parties. The Committees shall not consider any reason or cause not provided in the statement of charges unless the Committees provides at least ten (10) calendar days' written notice of an amended statement of charges. Due to the complexities involved in running a hearing of this kind, the Committees may assign an individual of its choosing to conduct the hearing process at the Executive Session.

- v) After satisfying the above obligations, the Committees may vote to terminate the Superintendent. If the Superintendent does not request a meeting within the 10-business day period set forth in (f)(iii) above, he shall be deemed terminated for the reasons set forth in the written notice on the later of the day following the tenth (10<sup>th</sup>) business day after his receipt of the notice or an alternate termination date set forth in the notice. As noted above, a vote to terminate the Superintendent shall require a vote in the affirmative of six (6) members of the Region Committee and a vote in the affirmative of four (4) members of the Union 26 Committee.
  - vi) All meetings of the Committees' regarding the potential termination of the Superintendent shall be in Executive Session unless the Superintendent requests otherwise.
  - g) The Superintendent, or his estate in the event of death, shall be entitled to be paid for all wages earned through the date of his termination, including pay for all unused, accrued vacation leave, along with any outstanding expense reimbursements as allowed in Section 8 below regardless of the reason for his termination.
- 5) RENEWAL: The non-renewal of this Agreement and the Superintendent's employment under this Section 5 shall not constitute a dismissal, but rather a conclusion of the term of the Agreement. No severance shall be paid upon a non-renewal.
- 6) DUTIES: The Superintendent shall have charge of the Districts' schools under the direction of the Committees. He shall be the chief executive officer of the Districts; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the Districts; shall select all personnel subject to the provisions of Massachusetts law and, where allowable by law, the approval of the Committees; shall from time-to-time make regulations, rules and procedures deemed necessary for the districts; and, in general, perform all duties incidental to

the office of the Superintendent and such other duties as may be prescribed from time-to-time by the Committees.

The Committees, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. Except in exceptional circumstances, the Superintendent or his designee will attend all Committees meetings and all Committees' subcommittee meetings and other meetings as appropriate.

The Committees, in establishing policies and bylaws, will recognize the Superintendent's legitimate authority. All duties assigned to the Superintendent by the Committees should be appropriate to, and consistent with, the professional role and responsibilities of the Superintendent.

- 7) **CERTIFICATE:** The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Massachusetts General Law, Chapter 71, sect. 38G.
- 8) **OTHER ACTIVITIES:** The Superintendent may accept speaking, writing, lecturing, consulting or other engagements of a professional nature as he sees fit, provided that they do not detract from his duties as Superintendent, provided reasonable notice of any such engagement is provided to the Chairs of the Committees.
- 9) **REIMBURSEMENT OF EXPENSES:** The Committees shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Agreement. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state and national meetings and conferences.
- 10) **STATE RETIREMENT ASSOCIATION:** The Superintendent shall be a member of the Teachers' Retirement System as required by Massachusetts General Law, Chapter 32, sect. 2, subject to any change in law.
- 11) **FRINGE BENEFITS:**
  - a) The Superintendent shall be eligible to participate in group health, dental, vision, life, disability plans and other group benefit plans as are generally available to other non-bargaining unit employees as such benefits may be amended from time-to-time.
  - b) The Superintendent shall accrue twenty-seven (27) days of vacation leave annually to be scheduled upon notice to the Chairs of the Committees. Approval of such requests shall be presumed unless one or more Chairs communicate otherwise within a reasonable amount of time given the timing of the request. Unused vacation shall be cumulative to a maximum of fifty-four (54) days. The Superintendent may be paid for up to ten (10) days of unused vacation leave each fiscal year provided he gives the Chair of the Region Committee written notice of his desire to be paid for such leave no later than June 1<sup>st</sup> of that year. Payment will be made no later than the first payroll of the then forthcoming fiscal year.
  - c) The Superintendent shall receive paid holidays; sick, personal and special leave; and Retirement Benefit (Article IX(2)(A) only) as provided to other administrators of the Districts as provided for in the 2018-2021 Amherst-Pelham Administrators Association Collective Bargaining

Agreement ("APAA Agreement"). In the event of a change in these benefits in the APAA Agreement, the Committees and the Superintendent shall meet to discuss whether such changes in benefits shall be extended to the Superintendent.

d) In consideration of the extremely high number of night meetings each year, the Superintendent may take up to two (2) days per month as compensation leave. Said days may be taken in full or ½-day increments and must be used within sixty (60) calendar days from the month the days are earned.

e) The Committees and the Superintendent may agree, in writing, to alter components of these benefits or to add benefits not currently available to other professional personnel.

12) RELATIONSHIP BETWEEN COMMITTEES AND SUPERINTENDENT: The Amherst-Pelham Regional, Amherst, and Pelham School Committees shall meet with the Superintendent at least once within 60 calendar days prior to the first day of each fiscal year occurring during the term of this Agreement (unless an alternate schedule is agreed upon by the Committees and the Superintendent) for the purpose of establishing goals for the next year, specific to the role of Superintendent. The Superintendent will, in advance of the initial meetings, submit a list of at least four (4) proposed goals, including SMART, i.e., Smart, Measurable, Achievable, Realistic and Time-bound, goals, for approval by the Committees, each of which should be tied to the standards identified for evaluation of superintendents under the regulations of the Massachusetts Department of Elementary and Secondary Education ("DESE"). To ensure that the final goals are, collectively, reasonably achievable, there shall be no more than eight (8) goals. The maximum total of eight (8) goals for the Districts will be applicable to the Districts individually and/or collectively, as agreed to by all parties. Specific details of the goals and desired outcomes will be set at the time of approval of the goals by the Committees (unless an alternate schedule is agreed upon by the Committees and Superintendent) and be retained in written form by both the Superintendent and the Committees.

Evaluation of the Superintendent will be conducted and completed by the three individual Committees no later than July 1<sup>st</sup> of each year of the Agreement, and will be based on the review and completion of the agreed upon goals. The format for the documents shall include ratings on the four DESE standards for evaluation of Superintendents including; Instructional Leadership, Management and Operations, Family and Community Engagement, and Professional Culture, and shall include progress toward goals and an overall rating. The list of approved goals and desired outcomes shall be included in the evaluation instruments and the process shall require each Committee to vote as an entire board on the Superintendent's performance. The feedback of each member regarding each aspect of the evaluation shall not be segregated from the summative view. In the event the individual Committee's consensus determines that the performance of the Superintendent is exemplary, needs improvement, or is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the basis for such rating. Support for rating of proficient is encouraged but not required.

a. The evaluations submitted by individual committee members shall be compiled by the Chairs of the individual Committees in the form of summative evaluations, 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.

- b. The Superintendent shall be provided with copies of individual Committee member's evaluations and shall meet with each Committee member submitting an evaluation to discuss its contents, unless waived by both parties.
- c. Nothing in this Agreement shall prevent any individual member of the Committees from meeting privately with the Superintendent to discuss any matter either might wish to discuss. Further, to avoid misunderstandings and obtain input on relevant concerns from individual members of the Committees or the Superintendent prior to public discussion such communications are expressly encouraged.

State law and related regulations regarding the Superintendent's evaluation shall be followed at all times. In the event of a conflict between this Agreement and State law and/or regulations, the State law and/or regulations shall prevail.

- 13) **PERFORMANCE:** The Superintendent shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the Committees and the Superintendent, and shall be expressed in writing.
- 14) **ISSUE RESOLUTION:** The Superintendent and the Committees recognize that issues or concerns between them may arise from time-to-time. In the interest of maintaining and building upon their positive working relationship, the Superintendent or one or more of the Amherst, Pelham or Amherst-Pelham Regional School Committee(s) may, jointly or separately, request to mediate any such issues or concern, including the use of an outside mediator, which, if used, will be paid for by the Committee(s) involved. The Superintendent and Committee(s) involved will work collaboratively and in good faith to identify a mutually agreeable mediator and to identify the necessary individuals to participate in the mediation to maximize the opportunity to resolve the issue.
- 15) **NOTICES:** All notices required by this Agreement will be in writing and will be deemed to have been duly delivered when delivered in person or three (3) business days after being mailed by certified mail, return receipt requested, or the next business day after being deposited, delivery prepaid, for next day delivery, with a nationally recognized next day delivery service. Notice to the Committees shall be made to the Chair of each Committee, individually, at the Districts' Central Office, 170 Chestnut Street, Amherst, MA 01002, with a courtesy email to each Chair for the purpose of informing each Chair that such letter is present for his/her receipt. Notice to the Superintendent shall be made to the Superintendent's last known home address, as maintained in the District's file.
- 16) **APPLICABLE LAW AND VENUE:** This Agreement and all matters or issues related to the Superintendent's employment shall be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed entirely within the Commonwealth of Massachusetts. Any action to enforce this Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located within the Commonwealth of Massachusetts. The proper venue for any such action is in Hampshire or Hampden County.
- 17) **ENTIRE AGREEMENT:** This Agreement embodies the whole agreement between the Committees 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. This Agreement may not be changed or added to except in writing, signed by the Committees and the Superintendent.

18) **INVALIDITY:** If any section 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.

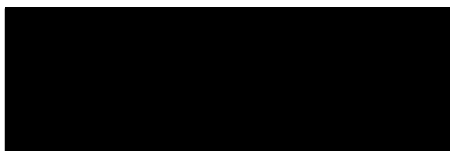
19) **CONSULTATION WITH COUNSEL; NO REPRESENTATION:** The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement.

20) **INDEMNIFICATION:** The Districts shall defend, save harmless and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Superintendent, provided the Superintendent acted within the scope of his official duties and that he acted in good faith. The Committees may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent. This Section 20 shall survive any termination of this Agreement.

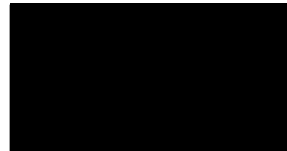
21) **ARBITRATION:** In the event that there is an alleged violation of an express, specific provision in this Agreement, either party may file for arbitration of the alleged violation with the American Arbitration Association. Each party shall bear fifty percent (50%) of the costs of arbitration, including any filing fees.

The arbitration shall be conducted according to the Employment Arbitration Rules of the American Arbitration Association. The arbitrator has no authority to add to, subtract from, modify or change any provision of this Agreement. Both parties may agree to reinstatement of the Superintendent following arbitration if they so desire, but the arbitrator may not order reinstatement. Further, the maximum permissible award shall be the lesser of 12 months' base salary or base salary for the remaining term of the Agreement based on the Superintendent's salary as of the date of termination. An award by an arbitrator shall be final and binding so long as it is consistent with the terms of this Agreement, does not violate any law or regulation, does not violate, or cause the Committees to violate any policy of the Committees, is not contrary to public policy, and is within the scope of the issue presented to the arbitrator for decision. The parties agree that the arbitration award can be enforced under M.G.L. c. 150C or if M.G.L. c. 150C is not available, M.G.L. c. 251.

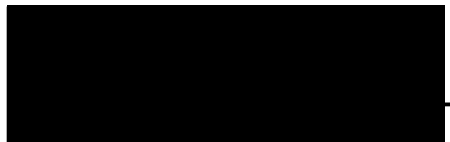
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof.



Amherst-Pelham Regional School Committee



Union 26 School Committee



Amherst, Pelham and Amherst-Pelham Regional School Districts