

AGREEMENT
between
ASHBURNHAM-WESTMINSTER REGIONAL SCHOOL DISTRICT SCHOOL
COMMITTEE
and
GARY F. MAZZOLA

SUPERINTENDENT'S CONTRACT

JULY 1, 2015

It is hereby agreed by and between the School Committee of the Ashburnham-Westminster Regional School District (hereinafter called the "AWRSD") and Gary F. Mazzola (hereinafter called the "Superintendent") that the said Committee in accordance with its action has and does hereby employ Gary F. Mazzola as Superintendent of AWRSD, and that Gary F. Mazzola hereby accepts employment as Superintendent of School for AWRSD upon the terms and conditions hereinafter set forth.

I. Duties

- A. The Superintendent of Schools is the Chief Executive Officer of the School District. In harmony with the policies of the School Committee, State Laws, and State Board of Education Regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent advises the Committee on policies and planning issues that the Committee takes under consideration and takes the initiative in presenting to the School Committee policy and planning issues for the Committee's consideration.
- B. The Superintendent shall regularly attend all meetings of the Committee and shall participate in all committee deliberations, except when matters relating to the Superintendent's own employment are under consideration. The Superintendent shall receive notice of all School Committee and Sub-Committee meetings and may designate another administrator to attend Sub-Committee meetings.
- C. The Superintendent will have complete freedom to organize, reorganize and arrange the administrative, supervisory, and teaching staff as in the Superintendent's judgment best serves the AWRSD; the administration of instruction and business affairs will be lodged with the Superintendent and administered with the assistance of the staff; the responsibility for approval to hire, place, and transfer personnel shall, consistent with State Law, be vested in the Superintendent based upon recommendation from Building Principals and other administrators.

- D. The Committee, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
- E. The Superintendent shall furnish and maintain, throughout the terms of this contract, a valid appropriate certificate qualifying to act as Superintendent of the District in the Commonwealth as required by M.G.L. c.71, §38G.
- F. Prior to October 1st of each year, the Committee and the Superintendent shall meet as necessary to establish mutually-agreed performance goals. The performance goals will be in keeping and compliant with the evaluation protocols enumerated in Section XVI, subsection 4 below. In the event that the parties cannot mutually agree on performance goals, the Committee retains the right to unilaterally set the Superintendent's performance goals.
- G. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

II. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other appropriate professional duties and obligations provided such activities do not interfere with the meeting of responsibilities as Superintendent.

III. Term

- A. The term of said employment is for five (5) years from July 1, 2015 to June 30, 2020. The "contract year" shall be defined as July 1st to June 30th.

IV. Compensation

- A. For the period covering from July 1, 2015 until June 30, 2016 the Superintendent shall receive an annual salary of One Hundred-Fifty Two Thousand (\$152,000) dollars. Said payments shall be paid in bi-weekly increments.

- C. For the period covering July 1, 2016 through June 30, 2017 the Superintendent shall receive a COLA (Cost-of-Living Adjustment) adjustment to his annual, base salary, which shall be equal to the percentage change in the Bureau of Labor Statistics' monthly "U.S. City Average Consumer Price Index for All Urban Consumers (CPI-U), All Items" for the year immediately preceding the adjustment period. The percentage change in CPI shall be calculated using the change in the CPI-U from December of the year immediately preceding the adjustment period versus the December CPI-U for the year ended 12 months earlier.
- D. For the period covering July 1, 2017 through June 30, 2018, the Superintendent shall receive a COLA adjustment to his annual, base salary, which shall be equal to the percentage change in the Bureau of Labor Statistics' monthly "U.S. City Average Consumer Price Index for All Urban Consumers (CPI-U), All Items" for the year immediately preceding the adjustment period. The percentage change in CPI shall be calculated using the change in the CPI-U from December of the year immediately preceding the adjustment period versus the December CPI-U for the year ended 12 months earlier.
- E. For the period covering July 1, 2018 through June 30, 2019, the Superintendent shall receive a COLA adjustment to his annual, base salary, which shall be equal to the percentage change in the Bureau of Labor Statistics' monthly "U.S. City Average Consumer Price Index for All Urban Consumers (CPI-U), All Items" for the year immediately preceding the adjustment period. The percentage change in CPI shall be calculated using the change in the CPI-U from December of the year immediately preceding the adjustment period versus the December CPI-U for the year ended 12 months earlier.
- F. For the period covering July 1, 2019 through June 30, 2020, the Superintendent shall receive a COLA adjustment to his annual, base salary, which shall be equal to the percentage change in the Bureau of Labor Statistics' monthly "U.S. City Average Consumer Price Index for All Urban Consumers (CPI-U), All Items" for the year immediately preceding the adjustment period. The percentage change in CPI shall be calculated using the change in the CPI-U from December of the year immediately preceding the adjustment period versus the December CPI-U for the year ended 12 months earlier.

Additional annual merit increases may be awarded on a basis and in a sum the determination of which shall be solely at the discretion of the Committee based upon the performance evaluation, the total not to exceed two and one half percent (2.5%) of the Superintendent's base salary.

It is expressly understood that one year's merit increases, if any, do not become part of the successor year's base pay for purposes of computing the cost-of-living increases.

Irrespective of what the actual above-referred annual CPI percentage is, it is expressly understood that the annual COLA to be paid in any affected contract year shall not be higher than 1.5%. At no time during the life of this Agreement, or any extension hereof, shall the Superintendent's base salary be reduced.

V. Base Salary Adjustment

Effective July 1, 2016, the Superintendent will receive a one-time \$2,500 base salary Adjustment which shall be paid in equal, pro-rata installments over the course of the contract year.

Effective July 1, 2017, the Superintendent will receive a one-time \$2,500 base salary Adjustment which shall be paid in equal, pro-rata installments over the course of the contract year.

VI. Longevity

Effective July 1, 2018, the Superintendent will receive a \$4,000 annual longevity stipend which shall be paid in equal, pro-rata installments over the course of the contract year.

Effective July 1, 2019, the Superintendent will receive a total, annual longevity stipend of \$5,000, which shall be paid in equal, pro-rata installments over the course of the contract year.

VII. Medical Examination

The Superintendent shall file or cause to be filed with the Secretary of the Committee prior to the effective date of commencing his duties under this Agreement, a report made by a registered physician relative to his freedom from tuberculosis in a communicable form. Such report shall be maintained as part of the records of the school district as required by M.G.L. c.71, §55B.

The Superintendent agrees to submit to a comprehensive medical examination, performed by a duly-licensed physician of his choice, during each year, as defined in statement with the Secretary of the Committee from the examining physician, certifying that the Superintendent is physically competent to perform the duties and services required of his position. The first such statement is to be provided no later than June 1, 2015. Such statement shall be treated by the Committee as confidential information. The cost of such annual medical examination shall be borne by the Committee.

VIII. Sick Leave

Effective on his first day of employment, the Superintendent shall receive twenty-four (24) sick-leave days per contract year. These days may not be carried over from one contract year into the next. In the event that the Superintendent exhausts all of his annual sick leave in a given year, the Executive Committee of the School Committee may, in its sole discretion, grant additional sick leave days to the Superintendent.

IX. Vacation, Bereavement, Emergency Leave, Holidays

Excluding sick-leave days and holidays, each contract year, July 1 through June 30, the Superintendent shall receive a cumulative total of thirty (30) days of other leave which can be used for any purpose (e.g. vacation, bereavement, personal, etc). For purposes of accruing the above referenced thirty (30) days, the Superintendent will accrue 1/12th of his annual allotment each month of the contract year. In the event that the Superintendent leaves the District's employ during the year he will receive payment for any yet-unused accrued vacation that he had accrued through that date on a pro rata one-twelfth per month basis.

Notwithstanding that the Superintendent will accrue his paid leave on a pro rata basis he will be allowed to use vacation days before they are actually earned. However, if the Superintendent has used more vacation days than he had actually earned through the date of his separation, he agrees that the District may deduct from his final paycheck the money tied to however many used but not yet accrued vacation days Superintendent has taken to that date.

At the conclusion of a particular contract year, any accrued but unused days, as computed by the Committee, will be paid at the Superintendent's per diem rate in effect during the year in which the days were accrued. In lieu of payment for two (2) of the days referred to in this paragraph, the Superintendent may on July 1, 2016 carry over a total of up to two (2) days at his discretion. Then, beginning in the July 1, 2017 – June 30, 2017 contract year, and continuing each successive year of the contract, he may increase by two (2), the total number of days that he may carry-over from the previous year. Any days so carried over need not be used during the year into which they were carried-over or any particular year thereafter.

Any vacation leave which is in excess of two consecutive weeks must be approved by the Chairperson of the School Committee.

The Superintendent will be entitled to take-off, with pay, all of the holidays and recognized half-day before holidays that are both recognized by the Committee and made available to any other administrator of the school district.

X. Reimbursements

In lieu of providing an automobile to the Superintendent, the Committee shall reimburse the Superintendent \$3,000 for July 1, 2015 through June 30, 2016, \$3,100 for July 1, 2016 through June 30, 2017, \$3,200 for July 1, 2017 through June 30, 2018, \$3,300 for July 1, 2018 through June 30, 2019, \$3,400 for July 1, 2019 through June 30, 2020, said payments shall be made annually in a monthly payment as a reimbursement for expenses and travel within the District, payable without voucher.

XI. State Retirement

The Superintendent shall be a member of the Teachers' Retirement as required by M.G.L. c.32, §52.

XII. Personal Insurance

The Superintendent shall be entitled to participate in the AWRSD Insurance Programs for the following services:

1. Life Insurance

In addition to any minimum statutory plans or life insurance plans available to other employees in the District, the Committee shall contribute \$3,195 annually toward the purchase of a life insurance policy selected by the Superintendent. This payment will be made either directly as a premium payment to the company providing such coverage on a schedule determined by the company or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company. The beneficiary of such life insurance proceeds shall be selected by the Superintendent. With the exception of the above-referenced payment of \$3,195 which shall not change, the District retains the right to change any life insurance plans that it otherwise makes available to other employees in the District and such changes, if any, shall also occur to whatever District life insurance is being provided to Superintendent.

2. Medical Insurance

As of July 1, 2015, the Superintendent has health insurance through his spouse and, as such, does not require District-provided health insurance. Should the Superintendent require District provided health insurance, it will be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the District, however, the Superintendent's compensation package will be reduced by the then-current employer contribution toward the premium for that coverage for each year in which he is accessing the School District's medical insurance.

XIII. Annuity

In addition to the Superintendent's regular compensation, the committee shall make **monthly** payment as follows: \$5,000 for July 1, 2015 through June 30, 2016, \$5,500 for July 1, 2016 through June 30, 2017, \$6,000 for July 1, 2017 through June 30, 2018, \$7,000 for July 1, 2018 through June 30, 2019, \$8,000 for July 1, 2019 through June 30, 2020, beginning on or about July 1 of each year, or in the first pay period of each fiscal year to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71 Â§37B, and sec. 403(b) of the IRS Code. The Superintendent may add his/her own contribution to the compensation paid by the Committee.

XIV. Liability Insurance

The Committee agrees to continue in force the coverage and level of School Board Liability Insurance presently in effect and to cover the Superintendent during the life of this Agreement.

XV. Disability

A. Short-Term Disability

In the event that the Superintendent suffers a protracted illness which exhausts all of his then-current sick-leave days, the Committee will, after all his accrued sick-leave days have been exhausted, continue to pay his salary during said absence until the total number of days he has been absent for that period reaches ninety (90) business days. It is expressly understood that the Superintendent will not be eligible for this short-term disability within twelve months from the conclusion of a past, short-term disability; and provided, further, that he is not still out on a long-term disability.

B. Long-Term Disability

The Superintendent hereby affirms that he will purchase "long-term" (91 days or greater absence) disability insurance. It is expressly

understood that beginning on the ninety-first day of any such protracted illness, the Committee will not be responsible for paying any further compensation to the Superintendent for any portion of his continuing, long-term disability, regardless of whether the Superintendent's long-term disability insurer does or does not deny the claim and regardless of whether the monies paid by the long-term disability insurer are or are not equal to the weekly compensation he would have received from the Committee. Finally, in the event that the long-term disability insurer's payments retroactively apply to cover some or all of the portion of time between when his sick-leave was exhausted and the ninetieth day of illness (upon which the Committee's compensation payments to the Superintendent ceased), the Committee shall be reimbursed by the Superintendent for the money it spent during that period. Said payment must be made within 14 days of the Superintendent's receipt of the check covering that period by the long-term disability insurer. The Committee will annually reimburse the Superintendent for up to Two-Thousand Five Hundred (\$2,500) dollars of the cost his annual premium for long-term disability insurance.

XVI. Evaluation Format

The Committee shall evaluate the performance of the Superintendent in writing in accordance with the previously-agreed evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The evaluation instrument will not be changed without the mutual consent of the parties. Such instrument shall be considered as part of and incorporated by reference in this document and shall address:

1. Procedures designed to ensure that the Committee will speak in one voice by voting as an entire Board rather than averaging the feedback of each member regarding each aspect of the evaluation.
2. In the event the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.
3. A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Committee Chair, signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content.
4. STATE STANDARDS. GOALS & ANNUAL PLAN: The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the

parties as set out below. The Standards are; Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified, or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations concluded after July 1, 2010 shall be accomplished consistent with the provisions of M.G.L. c. 30A relative to the Open Meeting Law.

The performance assessment shall be used for the following purposes:

- a. to strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and individual members of the Committee or School Directors the responsibilities the Committee relies on Superintendent to fulfill; and
- b. to discuss and establish goals for the ensuing year, including statewide Performance Standards; and
- c. if the Superintendent receives an overall rating of proficient or better, to establish the basis for incremental merit adjustments in the annual salary rate for Superintendent set by Article IV.

In addition, the Superintendent should meet with the Committee after compilation of the composite referred to above, at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.

XVII. Evaluation

The Committee shall complete the evaluation of the Superintendent by May 1 annually. In the event that the Committee determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe any deficiency in writing in reasonable detail, indicating specific instances where performance is deficient. A copy of the written evaluation summary shall be delivered to the Superintendent by May 5th annually. The Superintendent shall have the right to make a written reaction or response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

The parties shall have the right to mutually waive formal performance assessment in any one year of this Agreement, provided, however, that the Superintendent will not be subject to discipline or discharge, on the basis of neglect of duty or poor performance, during a year when a formal performance assessment was not completed.

XVIII. Termination

- A. The parties, by mutual consent, may terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract upon written notice of ninety (90) days, except that the ninety (90) days notice is not required if termination is part of an action to implement a new contract with AWRSD in which verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Committee may terminate the contract of employment during its term for one or more of the following reasons:
 1. Inefficiency;
 2. Incompetence;
 3. Insubordination against reasonable rules of the School Committee;
 4. Moral misconduct having relevance to continued employment;
 5. Disability as shown by competent medical evidence and which causes leave of absence that continues or is medically projected to continue for more than one year;
 6. Other reasons provided they have "just cause."

In the event the Committee seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of the contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Committee of written notice that the contract termination is under consideration, the Superintendent may file with the Committee a written request for a hearing before the Committee which shall be held within twenty (20) days after receipt of such request. The Committee shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Committee's decision shall be based on the evidence presented at the hearing.

Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his own counsel, at the Superintendent's own expense, and he shall have the right to present evidence in his defense.

XIX. Arbitration

Employee agrees that any and all claims arising out of a suspension, an involuntary transfer to lower paid position, or termination of employment, other than a claim for unemployment or Workers' Compensation benefits, shall be submitted for final and binding resolution to arbitration under the rules of the American Arbitration Association. The Arbitration fees charged by the American Arbitration Association and the fees of the Arbitrator shall be paid in equal halves by the Employer and the Superintendent. Each party shall pay the costs to present its own case. The Arbitrator shall have all of the authority that a court would have if reviewing the same issues. Appeals under the Massachusetts Arbitration Act may be taken. Both parties, in consideration of this agreement, waive any and all rights to litigate these matters in any other forum or under any other statutory authority, including tenure and anti-discrimination statutes, and to submit any and all such issues to arbitration as provided herein.

XX. General Provisions

- A. If any 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.
- B. This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

XXI. Professional Conferences and Dues

The Committee and the Superintendent recognize that fulfillment of Committee policies and the complexity of the position of Superintendent requires regular and continuous professional development. As such, the Committee shall annually budget an amount that it deems appropriate for that year's professional development and association dues of the Superintendent. The Superintendent may access the money, if any, that is set aside for that purposes for his attendance, including travel, food, lodging and registration expenses of professional conferences.

XXII. Indemnification.

In accordance with the provisions of the Massachusetts Torts Claim Act, MGL. c. 258, the Committee shall indemnify, defend, and hold harmless the Superintendent from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, arising either directly or indirectly from any good faith act or good faith failure to act by Superintendent which may occur during or which may arise out of the performance of this Agreement. In no event shall the Committee indemnify the Superintendent for any intentional misconduct or wrongdoing. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means.

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

ASHBURNHAM-WESTMINSTER
REGIONAL SCHOOL DISTRICT

GARY F. MAZZOLA

David M. Christianson, Jr., Chairperson

Gary F. Mazzola

Date

Date