

**SUPERINTENDENT'S CONTRACT  
GATEWAY REGIONAL SCHOOL COMMITTEE AND**

AGREEMENT made this 1<sup>st</sup> day of July, 2017, by and between the Gateway Regional School District, through its duly authorized School Committee, and having its business offices in Huntington, Massachusetts, hereinafter referred to as the "Committee" and hereinafter referred to as "Superintendent", WITNESSETH:

WHEREAS, the Committee desires to engage the services of \_\_\_\_\_ to hold the position of Superintendent; and

WHEREAS, \_\_\_\_\_ is willing and able to undertake and perform the duties and responsibilities of said position of Superintendent;

NOW THEREFORE, in consideration of the mutual agreements and considerations hereinafter set forth, the parties hereto agree as follows:

**1. DUTIES OF POSITION**

The Superintendent of Schools is the chief executive officer of the School District. In harmony with the policies of the Committee, state laws, and state board of education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has general authority to act at his discretion, subject to later approval by the Committee, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Committee on policies and plans that the Committee takes under consideration, and he takes the initiative in presenting to the Committee policy and planning issues for the Committee's attention.

The Superintendent or his designee, as approved by the Committee, shall attend all meetings of the Committee and shall participate in all Committee deliberations. The Superintendent shall receive notice of all subcommittee meetings and he or his designee may attend such meetings unless his attendance has been required by the Committee.

**2. TERM**

The term of this contract is from July 1, 2017 through August 31, 2021.

The School Committee will meet in Executive Session if need be prior to June 30, 2020 to determine whether to renew the Superintendent's contract for an additional year. If approved, the contract would be extended to June 30, 2022. Thereafter, the School Committee will determine on a yearly basis by June 30<sup>th</sup> of each year whether to renew the Superintendent's contract for an additional year. A failure by the School Committee to act will be considered as a decision not to renew the contract beyond the then existing

term of the contract including any prior extensions of the contract. Once the School Committee votes not to give an extension, or fails to act on an extension, no additional notices need to be given, and the contract will expire upon the expiration of the existing term of the contract including any previously granted extensions.

Anything in this paragraph to the contrary notwithstanding, the provisions of section 11 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

### 3. COMPENSATION

The Superintendent shall be paid an annual salary of \$165,673 payable once every two (2) weeks effective July 1, 2017 through June 30, 2018. The annual salary effective July 1, 2018, will be subject to the annual evaluation.

The superintendent will be paid a \$7,500 stipend for each year of the contract for fulfilling the duties of the Director of Technology.

The Superintendent shall be entitled to all benefits contained in the Administrators' Compensation and Benefits Schedule attached hereto and marked "A", unless the benefits referenced in this Agreement represent a greater benefit in which case this Agreement shall prevail over the attached marked "A".

### 4. TRAVEL EXPENSES

The committee shall reimburse the Superintendent for business travel at the Federal I.R.S. allowable rate. The Superintendent shall be reimbursed for attendance at appropriate professional meetings for in district and out of district travel. The above expenses are to be submitted for payment on a monthly basis. The Superintendent shall receive the aforementioned reimbursement for any and all travel associated with the out-of-district events, activities or meetings of an educational nature and deemed by the Superintendent to be of value to the District whether sponsored by State agencies or public or private organizations or institutions. The Committee shall annually appropriate funds for travel to, attendance at, and lodging associated with local, state, or national conferences, such as the M.A.S.S./M.A.S.C Joint Conference, AASA Annual Convention, National Association of Secondary School Principal Convention, National Association of Rural School Systems Convention, or the ASCD Convention. Any out of state travel by the Superintendent under this paragraph must be approved in advance by the School Committee.

### 5. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L., c. 32, § 2.

6. FRINGE BENEFITS

The School Committee will provide the Superintendent with twenty (20) days per year to be utilized as sick leave in accordance with the policy adopted by the School Committee for administrative personnel in the School District. Said leave to be increased in the event the Committee amends the policy for administrative personnel in the District, but in no case shall such sick leave be reduced. The contract starts off with a sick leave accumulation of ninety (90) workdays. Sick leave may be used by the Superintendent in the case of his own personal injury or illness, or of a family member. In recording sick leave usage it will be noted whether the sick leave was for the Superintendent's own injury or illness, or for a family member.

The Committee will pay the professional membership of the Superintendent in the following organizations: Massachusetts Association of School Superintendents, American Association of School Administrators, Association for Supervision, Curriculum, and Development, Massachusetts Computers Users Education, National Association of Secondary School Principals, and the National Association of Rural School Systems. The Superintendent shall have the professional discretion to substitute a different professional organization for one or more of the above organizations as long as the dollar amount in any fiscal year does not exceed the total membership cost of the above organizations.

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave. Such time will be reported to the Superintendent's Administrative Assistant.

7. RETIREMENT SEVERANCE

In the event the Superintendent retires prior to the last effective date of this contract or any extensions hereunder, the Superintendent shall receive payment pursuant to the School Committee's Compensation Plan for Administrative Personnel.

8. ANNUAL VACATION

The Superintendent shall be entitled to a yearly vacation entitlement of thirty-eight (38) workdays with the right to carry over from a prior year up to fifteen (15) workdays for a total of fifty-three (53) workdays at any one time.

The Superintendent will be entitled to an additional five vacation days in the 2018-19 school year, an additional five days in the 2019-20 year, and an additional five vacation days in the 2020-21 school year.

## 9. CERTIFICATE

The Superintendent must maintain for the entire term of his contract a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth as required by M.G.L., c. 71, § 38G. Loss or revocation of this certificate at any time shall automatically void the contract, and the Superintendent shall automatically be terminated.

## 10. EVALUATION FORMAT

The Committee shall evaluate the performance of the Superintendent in writing in accordance with an evaluation instrument developed by the Committee after input from the Superintendent which clearly articulates the goals, objectives and standards by which the Superintendent's performance is measured. Such instrument shall be considered as part of and incorporated by reference in this document.

The evaluation format shall be objective and provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format.

The Committee shall meet and discuss the evaluation format with the Superintendent, and subsequently provide him with a written copy of the document.

The Committee shall evaluate the Superintendent by June 30 of each year. In the event that the Committee determines under the evaluation format, that the performance of the Superintendent is deficient in any respect, the Committee shall describe in writing in detail specific instances, where appropriate, said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Committee deems performance to be deficient.

A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Committee Chairperson or designee, signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

## 11. TERMINATION

The parties may, by mutual consent, terminate the contract at any time.

The Superintendent may terminate this contract upon written notice of ninety (90) days.

The School Committee may terminate the contract of employment during its term for one or more of the following reasons:

- 1) Inefficiency or incompetence;
- 2) Insubordination against reasonable rules of the School Committee;
- 3) Moral misconduct;
- 4) Disability as shown by competent medical evidence;
- 5) Other due and sufficient cause and for financial exigencies.

In the case of financial exigencies, the School Committee may cause a reduction of the workday or work year. If the workday or work year is reduced, there will be a corresponding proration of the salary to reflect the changed workday or work year.

The Superintendent does not waive any additional rights he may have under Law or Statute.

## 12. PERFORMANCE

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

## 13. INVALIDITY


If any paragraph, section or part of this contract is invalid it shall not affect the remainder of said contract, but said remainder shall be binding and effective on all parties.


## 14. ENTIRE AGREEMENT

This contract embodies the entire contract between the Committee and the Superintendent and that there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract will not be changed except by a writing signed by the party against whom enforcement thereof is sought.

This contract supersedes and takes the place of any Agreement that may have been entered into at any previous time between the Gateway Regional School Committee and the Superintendent of Schools.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract and a duplicate thereof this 16 day of FEBRUARY, 2017.

  
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Chairperson,  
Gateway Regional School Committee

  
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Superintendent of Schools,  
Gateway Regional School District