

PERSONAL AND CONFIDENTIAL

**EMPLOYMENT AGREEMENT
BETWEEN THE
WACHUSETT REGIONAL SCHOOL DISTRICT
AND
[REDACTED]
SUPERINTENDENT of SCHOOLS**

This Agreement is made by and between the Wachusett Regional School Committee, hereinafter referred to as the "Committee" and [REDACTED] hereinafter referred to as the "Superintendent."

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

ARTICLE ONE - EMPLOYMENT

1-1. Term

The Committee hereby employs [REDACTED] as Superintendent of Schools of the Wachusett Regional School District for the period commencing July 1, 2017 through June 30, 2020. Unless the School Committee provides notice of intent to the Superintendent of its intention not to renew his Agreement by November 1, 2019 by certified mail, return receipt requested, this Agreement will automatically renew for one single, one-year term covering the period from July 1, 2020 through June 30, 2021.

1-2. Rules, Regulations and Policies

The Superintendent agrees to all of the rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and legal functions and responsibilities of school superintendents. In the event that the Committee adopts a rule, regulation or policy which is in conflict with any portion of this Agreement, then this Agreement shall prevail.

1-3. Certification / License

The Superintendent represents and warrants that he holds a valid certificate/license from the Commonwealth of Massachusetts for the position of superintendent of schools and that he must maintain said certificate or license during the entire term of this Agreement. In the event that Superintendent loses or has his certificate or license

for the position of Superintendent suspended for any reason, Superintendent must immediately notify the Committee.

1-4. Duties

The Superintendent shall perform faithfully, to the best of his ability, the duties of superintendent of schools and shall serve as Executive Officer of the Committee as provided in Chapter 71, Section 59 and all other General Laws of Massachusetts. A copy of the duties is attached hereto and incorporated by reference into this Agreement. The Superintendent shall fulfill all of the terms and conditions of this Agreement. He shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and such manner as the Committee may from time to time direct.

In harmony with the policies of the School Committee, state laws, and Mass. DESE education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval of the Committee, as needed, upon all emergency matters and those to which his powers and duties are not expressly limited or are not particularly set forth.

ARTICLE TWO - CONDITIONS OF EMPLOYMENT

2-1. Performance Review

The Committee shall annually evaluate the performance of the Superintendent, in writing, in accordance with an evaluation instrument that clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Committee shall evaluate the performance of the Superintendent annually no later than June 30. The Superintendent will submit, no later than September 1 of each year, his goals and objectives to the Committee for their review and approval. The Committee shall vote on the composite evaluation compiled by the Committee Chair, and the Superintendent may attach his response, if any, thereto. The standards and processes in the evaluation process shall be consistent with regulations issued by the MA Department of Elementary and Secondary Education for superintendent evaluations as revised most recently.

2-2. Termination

2-2.1. In the event that the Superintendent desires to terminate this Agreement before the term of service shall have expired, he may do so by giving at least one hundred and twenty days (120) notice in writing of his intention to the Committee. There shall be no penalty for such release or resignation by the Superintendent provided such notice is given. In such event, however, the Superintendent will not be entitled to salary payments beyond his actual term of active service and if he terminates

the Agreement on/or before June 30th he will receive a pro rata share of his vacation based upon the actual months worked.

2.2.2. The School Committee may discharge the Superintendent during the term of this Agreement for good cause. "Good cause" shall mean any ground that is put forth by the School Committee in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system. Where good cause exists, by a majority vote, the School Committee may discharge the Superintendent, and thereby terminate this Agreement, provided that the School Committee shall (a) inform the Superintendent of the reason(s) for the proposed discharge; and (b) upon written request from the Superintendent within ten (10) calendar days following notice of the proposed discharge, hold a hearing, at which time the Superintendent shall have the opportunity to answer the charges against him. The hearing, which shall be public or private at the option of the School Committee, shall be held within thirty (30) calendar days following receipt of the Superintendent's timely request. The Superintendent shall be entitled to be represented by counsel at the hearing.

The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association within thirty calendar days of the School Committee's vote to dismiss the Superintendent. The arbitration will be conducted under the Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the Agreement term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

2-3. Professional Liability

The Superintendent shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws, Chapter 258 for any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent arising out of the course of employment as Superintendent.

2-4 Periodic Examination

2-4.1 The District may require an annual physical examination once each year during the life of the Agreement. The District will bear any costs not borne by health insurance and a written report of such examination will be provided to the School Committee.

ARTICLE THREE - COMPENSATION AND BENEFITS

3-1. Salary Considerations

For the period commencing July 1, 2017, the Superintendent will be paid at the annual rate of \$177,676, or \$179,409 if he achieves an average overall rating of Proficient for the 2016-2017 school year. In subsequent years of this Agreement and the one year extension, if applicable, his salary will be increased two and one half percent (2.5%) per Agreement year, with an additional 1% per Agreement year if the Superintendent achieves an average overall rating of "Proficient" for the school year ending immediately prior to the start of the next year of the Agreement.

3-2. Health, Life and Retirement

The Superintendent shall be entitled to all health, life and retirement benefits provided to Wachusett Administrators. The Superintendent shall be a member of Teachers Retirement System as required by MGL c. 32 Section 2.

ARTICLE FOUR - VACATION AND LEAVES

4-1. Vacation

4-1.1. The Superintendent shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays.

Said vacation shall be scheduled with prior written approval of the School Committee Chairperson. Said vacation shall be used in the year that it is earned except that the School Committee may permit the carry-over of five (5) vacation days if the full vacation allotment could not be taken because of the needs of the District. The total number of vacation days accrued at any one time cannot exceed 30 days. If the Superintendent should resign or retire prior to June 30th, he will receive a pro rata share of vacation days based upon the number of months worked during the fiscal year in which the resignation or retirement occurs. Superintendent agrees to take at least twelve (12) of his twenty-five (25) days of annual vacation on days when school is not in session.

4-2. Other Leaves

4-2.1. In recognition of the sick days that the Superintendent had accrued in his prior position with the District, the Superintendent shall be considered to have 150 sick days at the start of this Agreement on July 1, 2017. Additionally, the Superintendent will annually accrue fifteen (15) sick leave days for disability due to illness or injury each Agreement year.

Unused sick days may be accumulated from year to year up to a maximum of one hundred eight (180) days, beyond which they are forfeited. The Superintendent shall

not have the right to redeem any accrued sick leave upon his resignation, retirement or termination of the Agreement.

The School Committee has the right in its discretion to grant additional sick leave in the event of a catastrophic illness or disability incurred by the Superintendent.

4-2.2. The Superintendent shall be entitled to five (5) days of personal leave in each Agreement year (July 1 to June 30). Such leave shall not be cumulative.

4-2.3. In the event of death in his immediate family, the Superintendent shall be entitled to five (5) bereavement days in each instance.

4-3. Holidays

The Superintendent shall be entitled to the following paid holidays:

- | | |
|---------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Patriots' Day |
| Memorial Day | Independence Day |
| Labor Day | Columbus Day |
| Veterans' Day | Thanksgiving Thursday |
| Thanksgiving Friday | Christmas Eve Day |
| Christmas Day | |

ARTICLE FIVE - EXPENSE ALLOWANCES

5-1. Reimbursement for Expenses

The District shall reimburse the Superintendent for all authorized expenses reasonably incurred in the performance of duties under this Agreement. Such expenses shall include but not be limited to costs of transportation and expenses relative to the attendance at appropriate local, state and national meetings or conferences or attendance at courses, seminars or other activities approved by the Committee. To be eligible for reimbursement all such activities must be approved in advance by the School Committee. The District shall reimburse the Superintendent for all approved travel on behalf of the District for which he uses his personal vehicle at a rate established by the School Committee. In addition, the Committee will annually pay dues for a national association and state affiliate association appropriate the Superintendent's area of responsibility.

5-2. Professional Development

The District shall incur the expenses for the Superintendent's membership in two professional organizations. In the spirit of professional development, the Superintendent shall be required annually to attend two conferences, seminars, meetings, or other professional development opportunities. The District will compensate the Superintendent for all costs relating to these activities. The Superintendent may accept honoraria or stipends subject to the advanced written approval of the School Committee.

ARTICLE SIX - AGREEMENT & AMENDMENTS

6-1. Entire Agreement

This Agreement document embodies the entire 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.

6-2. Amendments

This Agreement may not be amended except by an Agreement in writing voted by the majority vote of the School Committee and signed by the parties hereto.

6-3. Validity of Contents

If any paragraph or part of this Agreement is later found to be invalid, it shall in no way affect the remainder of this Agreement, which shall continue to be legally binding and effective as to both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement in triplicate.

WACHUSETT REGIONAL SCHOOL DISTRICT COMMITTEE

[Handwritten Signature]

12-7-16

~~XXXXXXXXXX~~

Date

Robert J. Smyke

12-7-16

~~XXXXXXXXXX~~

Date

Assented to:

Me

12/6/16

~~XXXXXXXXXX~~

Date

Approved as to form:

[Handwritten Signature]

Dec. 6, 2016

Joseph Bartulis, Esq.
School Committee Counsel

Date