

**SUPERINTENDENT
CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made as of August 3, 2016 (effective September 1, 2016), by and between the [REDACTED] 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:

1. **EMPLOYMENT:** The Committee hereby employs [REDACTED] as Superintendent of the public schools of the [REDACTED] and the Superintendent hereby accepts employment on the following terms and conditions:
2. **TERM:** The Superintendent shall be employed for a three (3) year period commencing July 1, 2016, to June 30, 2019. This Agreement between the parties, without further action by the parties, shall be extended for successive periods of one (1) year each July 1st unless a vote of the Committee is taken and notice in writing by a duly authorized member of the Committee is sent to him notifying him of the Committee's intent to terminate the contract upon the expiration of the aforementioned three (3) year period of time. Such notice shall be sent by registered mail, return receipt requested, to his residence by at least the March 1st prior to the anniversary date of this contract. In the event that the Superintendent desires to terminate this contract, he may do so by giving notice of his intention to the Committee providing at least three (3) years notice with the exception of a notice for intent to retire which requires at least one (1) year notice.
3. **COMPENSATION:** The Committee shall pay the Superintendent at a salary not less than 2.00 times the rate of the highest-paid teacher's salary. It is agreed and understood between the parties that salary increments shall be considered annually following evaluation of the Superintendent by the Committee. Any and all raises in salary shall, in any event, be in an amount no less than the same amount increase given to other employees of the Committee. In no event may the Superintendent's salary be reduced during the term of this contract. In the event that the Committee terminates the contract with the Superintendent, with or without cause, at any time during the term of this agreement, then in that event the Committee shall continue to pay the Superintendent at his current annual rate of salary in biweekly installments for the period then remaining in this agreement.
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.
5. **CERTIFICATE:** The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth, as required by M.G.L., Chapter 74 Regulations revised by Chapter 731 of the Acts of 1987 and the Education Reform Act of 1993.
6. **PROFESSIONAL ACTIVITIES:** The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as Superintendent. The Superintendent shall be encouraged to attend activities which are related to his professional responsibilities.

7. **ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT:**

a. The Superintendent shall have complete freedom, subject to law and any legally-binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such way as in his 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 his staff.

b. The Committee shall promptly refer to the Superintendent for his study and recommendation all criticisms, complaints and suggestions brought to their attention.

8. **REIMBURSEMENT FOR EXPENSES:** The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this contract. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings and conferences.

9. **STATE RETIREMENT ASSOCIATION:** The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. C32, S 2.

10. **FRINGE BENEFITS:**

a. The Superintendent shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to other professional personnel, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future.

11. **ANNUITY:** The Committee agrees to provide the Superintendent and pay the actual costs incurred in the payment of a self-directed annuity at a cost not to exceed \$10,000 in a calendar and/or fiscal year.

12. **LIFE INSURANCE:** The Committee agrees to provide the Superintendent and pay the actual costs incurred in the payment of a life insurance policy at a cost not to exceed \$1,000 per calendar and/or fiscal year.

13. **DISABILITY INSURANCE:** The Committee agrees to provide the Superintendent with a disability insurance policy valued at eighty percent (80%) of current salary.

14. **ANNUAL VACATION:**

a. The Superintendent shall receive twenty (20) working days as annual vacation exclusive of legal holidays.

b. Vacation time shall be cumulative to seventy-five (75) days. Unused vacation may be paid to the Superintendent at the contractual rate in which the vacation day(s) were earned.

14. **ANNUAL VACATION (continued):**

c. The Superintendent will earn an additional 2.5 vacation days annually after the completion of his tenth year of service to the District.

15. **SICK LEAVE:** The Superintendent shall be entitled to sick leave in an amount equal to, but not in excess of, eighteen (18) days of sick leave for each year of this contract or any extensions hereunder.

16. **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.

17. **INDEMNIFICATION:** The Committee agrees to indemnify, defend, and save harmless the Superintendent, consistent with the requirements of Mass. Gen. L. Ch. 258, 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 [REDACTED] duties as Superintendent other than for claims caused by the grossly negligent, willful or malicious misconduct of [REDACTED] in the maximum amount permitted by law. This clause shall survive the termination of this agreement.

18. **ENTIRE AGREEMENT:** This contract, or any mutually agreed additions to it, 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.

19. **INVALIDITY:** If any paragraph, part of or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

20. **EXECUTION:** This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and other of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 3rd day of August in the year 2016.

BY [REDACTED]

8/3/16

Date

8/3/16

Date