

**EMPLOYMENT AGREEMENT BY
AND BETWEEN THE ACUSHNET SCHOOL COMMITTEE AND
PAULA J. BAILEY**

This Employment Agreement (hereinafter referred to as “this Agreement”) is made between the Acushnet School Committee (hereinafter referred to as “the Committee”) and Dr. Paula J. Bailey, (hereinafter referred to as the “Superintendent”) This agreement will be effective as July 1, 2020.

For mutual consideration expressed herein, the Committee and the Superintendent agree as follows:

1. **EMPLOYMENT:** The Committee hereby agrees to employ Paula J. Bailey as the Superintendent of the Acushnet Public Schools and the Superintendent hereby accepts such employment, on the terms and conditions contained in this Agreement.

2. **DURATION:** The Superintendent shall be employed as the Superintendent of the Acushnet Public Schools for the six (6) year period commencing on July 1, 2020 and ending on June 30, 2026, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. No later than June 30, 2025, the Committee shall notify the Superintendent as to whether or not it desires to continue the Superintendent’s employment beyond June 30, 2026. Should the Committee and the Superintendent mutually desire to continue the Superintendent’s employment, they will make good faith effort to complete negotiations for a new successor employment by September 1, 2025. If they are unable to agree upon a new employment agreement or an extension of this Agreement, then this Agreement will expire and the Superintendent’s employment will end on June 30, 2026.

3. **COMPENSATION:**

The Superintendent will be paid in accordance with the following schedule:

<u>Contract Year</u>	<u>Salary</u>
July 1, 2020-June 30; 2021- 2% Increase	One Hundred Forty-Three Thousand Five Hundred Seventy Five Dollars (\$143,575.00)
July 1, 2021- June 30, 2022- 2% Increase	One Hundred Forty-Six Thousand Four Hundred Forty-Seven Dollars (\$146,447.00)
July 1, 2022- June 30, 2023- 2% Increase	One Hundred Forty-Nine Thousand and Seventy Dollars (\$149,070)
July 1, 2023- June 30, 2024-	To be Negotiated.
July 1, 2024- June 30, 2025-	To be Negotiated.
July 1, 2025-June 30, 2026-	To be Negotiated.

The TBN (To Be Negotiated) years will be negotiated all at one time prior to the start of Year 4 of the contract.

The Superintendent's salary shall be earned ratably through each of the contract years and shall be prorated for work of less than a full contract year. The Superintendent's salary shall be prorated in installments in accordance with the rules governing payment of other professional staff in the Acushnet Public Schools.

In addition to the salary provided for this Agreement, the Superintendent shall be eligible in each contract year to receive Performance Recognition Pay ("PRP") of up to three thousand dollars (\$3,000.00) per contract year, based upon the Superintendent's attainment of specific performance objectives for the contract year set by the School Committee. Such performance incentive pay shall be paid out in conjunction with her final evaluation ratings in the contract year for which the PRP was earned. The determination as to whether, and if so, to what extent and degree of quality the Superintendent has achieved the performance objectives in a given contract year, as well as the determination as to whether to grant such PRP and in what amount, shall be determined by the School Committee in the exercise of its sole discretion.

4. **WORK YEAR, LEAVE BENEFITS**

A. The work year for the Superintendent is twelve months commencing July 1st of each contract year and ending the following June 30th. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Superintendent for the Acushnet Public Schools.

B. VACATION LEAVE: The Superintendent shall be entitled to twenty-five (25) vacation days per contract year, except that if this Agreement is terminated by either party prior to its expiration, the number of vacation days available in that final year will be prorated to reflect the percentage of the contract year that the Superintendent worked. The Superintendent shall be allowed to carry over five (5) vacation days to the next year with a maximum of thirty (30) days. Unused vacation days in excess of the five carried over vacation days, will be compensated at the daily rate annually, not to exceed 10 days. The Superintendent will inform the School Committee Chairperson if she expects to have unused vacation days.

C. SICK LEAVE: The Superintendent shall be credited with eighteen (18) sick days annually commencing on July 1st of each contract year, and may accumulate said sick days with a maximum one hundred-eighty (180) days. Upon execution of the Superintendent's initial contract the Superintendent will be granted sixty (60) sick days "up front" for catastrophic illness with an understanding that if a buyback provision is agreed to in a future contract, the Superintendent acknowledges that the first sixty (60) days will not be counted toward any buyback provision. The Superintendent shall not otherwise be compensated for accumulated but unused sick leave upon her separation from employment with the Committee.

D. HOLIDAYS: The Superintendent shall receive the following thirteen (13) paid holidays: New Year's Day, Martin Luther King Jr, Birthday, President's Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day.

In the event the Superintendent is required to work on a holiday, she will receive a "floating holiday" to be used at her discretion.

E. PERSONAL LEAVE: The Superintendent shall be granted annually three (3) days of personal leave and shall be allowed to carry over one (1) unused personal day to the next year to a maximum of four (4) days. Unused personal days in excess of the one carried over personal day, will be

compensated at the daily rate annually. The Superintendent will inform the School Committee Chairperson if she expects to have unused personal days.

Because the Superintendent's workday frequently begins before the and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without the loss of pay or deduction from personal or vacation leave.

F. FUNERAL LEAVE: Up to five (5) consecutive days may be used for each death in the Superintendent's immediate family. For purpose of death in the immediate family, the immediate family is considered to consist of mother, father, step-parents, grandparents, step-grandparents, sister, stepsister, brother, stepbrother, son, stepson, daughter, stepdaughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, grandchildren, or any other person actually domiciled with the Superintendent. Up to one (1) day, not to exceed four (4) total days within a contract year, for each death not considered to be in the immediate family.

G. HEALTH INSURANCE: The Committee agrees to pay the same percentage of health insurance as in accorded to other employees of the Acushnet Public Schools. All Disability, Vision, and Dental are one hundred percent employee paid, however, if the Committee provides disability, vision or dental on more favorable terms to any employee or bargaining unit, the Superintendent will be entitled to the same terms.

H. ANNUITY: In addition to the Superintendent's regular compensation the Committee shall make an annual lump sum payment, on or about July 1 of each year, or in the first pay period of each fiscal year, by the Committee of \$5,000 to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c.71 S37B, and sec. 403(b) of the IRS Code. The Superintendent may add her own contribution to the compensation paid by the Committee.

I. LONGEVITY: The Superintendent shall be entitled to longevity as follows: \$1,250.00 after (8) eight years of service as the Superintendent in the district; \$1,500.00 after (13) thirteen years of service as the Superintendent in the district; \$1,700 after (18) eighteen years of service as the Superintendent in the District. Longevity shall be paid in a lump sum payment in December.

5. **EXPENSES:** The Committee shall reimburse the Superintendent for all reasonable, documented expenses incurred in the performance of her duties, including travel, meals, lodging expenses, conference expenses for conferences, as well as membership dues for organizations approved in advance by the Committee including but not limited to: Massachusetts Association of School Superintendents (MASS), AASA, ASCD, and other as agreed upon by the Committee and the Superintendent. Such reimbursement pursuant to this Section (Section 5) shall not exceed four thousand dollars (\$4,000.00) per year until the end of the 2021 School Year, unless approved by the Committee. Beginning July 1, 2021 (when the Induction and Executive Mentoring Program ends), the reimbursement amount shall be adjusted to \$5,500 per year. In addition, the school district shall provide the Superintendent with the monthly sum of \$60.00 in reimbursement for the use of her personal cell phone and shall provide a laptop or other portable devices that will remain the property of the Acushnet Public Schools. Included within the program of ongoing professional development the Committee shall pay the full cost of the Superintendent's participation in an Induction and Executive mentoring 3-Year Program provided by M.A.S.S. The Superintendent will participate in the 3-year Superintendent's Induction Program at the full cost of the district.

6. **DUTIES:** The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. c. 71 S.37. Nothing in this Agreement shall limit any power or duty vested in the School Committee by law. The administration of school policy, the operation and management of the schools, and the direction of employees, shall be through the Superintendent pursuant to M.G.L. c. 71 S. 59. The Parties hereto agree that:

A. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, discipline or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis shall be part of the minutes of the meeting.

B. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by her or by her staff under her direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.

C. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

D. Criticisms, complaints, and suggestions called to the attention of the Committee or individual committee members by any source shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall advise the Committee of the disposition of such matters.

E. The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.

F. The Superintendent is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

G. The position of the 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. Given the need for night meetings and attendance at events outside the normal work day, it is understood that the Superintendent will, on occasion, require and be able to use flex time for personal business during the school day.

7. **ANNUAL GOALS AND EVALUATION:** 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

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, 2020 shall be accomplished consistent with provisions of M.G.L., c.30A relative to Open Meeting Law.

7.1(A) District Goals: In addition to an evaluation using the Principles of Effective Administrative Leadership, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

7.1(B) Mid & End Cycle Review: On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. Her work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary", "proficient", "needs improvement", or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts, or action and DESE rubrics in support thereof.

7.1(C) Summative Evaluation: The Committee shall review the Superintendent's progress at the end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.

7.1 (D) Data Sources: The Committee may use whatever data sources it deems appropriate consistent with the identified District –determined measures of performance, excluding, however, anonymous surveys, provided the data it intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least seven (7) calendar days prior to the meeting. Due to the unreliability and potential prejudice of anonymous or so-called "360" evaluations, these instruments shall not be solicited or utilized as part of the Committee's cycle review or summative evaluation.

7.1 (E) Receipt and Signing: Any evaluation report delivered by the Committee will be signed by the Superintendent. 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 will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent's personnel file.

7.2 Consensus Document: The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member and used during the Superintendent's evaluation shall be retained by the District and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L.c.30A, § 22(e).

7.2(A) Public Discussion: All public discussion of the performance of the Superintendent will be conducted by the committee only in accordance with the Open Meeting Law, and shall be

compensation, which shall be conducted in executive session.

7.2(B) Specific Written Feedback: In the event that the summative evaluation indicates that the performance of the Superintendent is “unsatisfactory” or “needs improvement” in any respect, the specifics which have given rise to the determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

7.2(C) Individual Concerns: Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent’s performance, the Superintendent shall schedule one or more individual and private meetings with each committee member so that she may discuss with each member his or her own individual concerns, conclusions and findings concerning the Superintendent’s performance before they are shared with the Committee as a whole. To avoid misunderstandings and obtain input on relevant concerns from the Superintendent prior to public discussion, committee members may not raise in a public discussion any matter not first brought privately and individually to the attention of the Superintendent pursuant to this paragraph.

8. **CERTIFICATE:** The Superintendent hereby represents the Committee that she is currently certified to serve as Superintendent of School’s pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Elementary and Secondary Education.. The Superintendent shall maintain her certification, throughout her term as Superintendent of School in the school district, as required by Massachusetts General Laws, as such may be amended from time to time.
9. **PROFESSIONAL ACTIVITIES:** The Superintendent shall devote her full time, attention, and energy to the business of the Acushnet Public School district. However, the Committee encourages the continuing professional growth of the Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent, in:
 - A. the operations, programs, conferences and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
 - B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
 - C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this Agreement, no other funds will be made available for any of the professional activities listed in this Section 9 without the prior approval of the Committee.

10. **INDEMNIFICATION:**
 - A. In accordance with and to the extent provided by the applicable Massachusetts General Laws, the Committee agrees to indemnify the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgement by the reason of alleged

property of any person committed while the Superintendent is acting within the scope of her employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

B. As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee chair.

C. This Section 10 shall survive the termination of this Agreement.

11. **TERMINATION OF EMPLOYMENT AGREEMENT:**

A. By the Committee with Cause

The Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, moral misconduct, or other cause. Any dismissal of the Superintendent will require a simple majority vote of the Committee members. The Committee will notify the Superintendent of the basis or bases for the contemplated dismissal and will provide her with an opportunity to meet with them prior to any official action being taken. Any meeting between the Committee and the Superintendent will take place in Executive Session. The Committee will provide the Superintendent with fourteen (14) calendar days' notice prior to any meeting. "Cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. A dismissal by the Committee shall serve any and all rights that the Superintendent shall have under this agreement (except payment for accumulated but unused vacation days) for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to the compensation.

B. FOR DISABILITY

If the Superintendent is absent from work on account of a disability for more than one hundred and eighty (180) days, the Committee shall have the option of terminating her employment and this Employment Agreement. If the Committee exercises its option to terminate the Superintendent's employment and this Employment Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

C. BY THE SUPERINTENDENT

The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than ninety (90) calendar days' advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation.

D. ARBITRATION OF DISPUTES

1. Scope of Controversy

Any controversy or claim arising out of or relating to the discipline or dismissal of the Superintendent shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association and an award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into

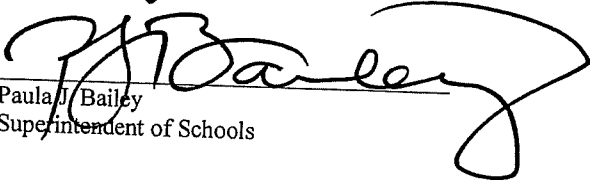
any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c.150C or if C.150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes.

2. Arbitrator's Authority

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the Boston Office of the American Arbitration Association and the other party. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms about the Superintendent's performance which were not promptly raised with the Superintendent. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to her position.

12. **NOTICES:** All notices required or desired to be given under this Agreement will be deemed to be served if writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by a certified mail to the home address of the Chairperson of the Committee.
13. **ENTIRE AGREEMENT:** This Agreement contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set forth in writing and signed by the parties.
14. **SEVERABILITY:** If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.
15. **GOVERNING LAW:** This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.
16. **COUNTERPARTS:** This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS THEREOF, the parties hereto have signed and sealed this Agreement as of the 15th
day of May, 2020.


Paula J. Bailey
Superintendent of Schools

Acushnet School Committee:

