

**CONTRACT
AMENDMENT**

WHEREAS, the Attleboro School Committee ("the Committee") and [REDACTED] Superintendent of Schools ("the Superintendent"), are parties to an employment agreement dated June 28, 2019, ("the Agreement"); and,

WHEREAS, the Committee and the Superintendent wish to amend the terms of the Agreement as it relates to salary and longevity;

NOW THEREFORE, the Committee and the Superintendent hereby agree as follows:

1. Notwithstanding the provisions of Paragraph 4 of the Agreement, the Superintendent's base salary for Fiscal Year 2023 (July 1, 2022 through June 30, 2023), shall be increased by an additional 2.5% over the 2.0% increase provided for by the Agreement. This increase shall be retroactive to July 1, 2022.
2. Effective July 1, 2022, the Superintendent shall be eligible to receive longevity pay annually in recognition of his years of consecutive service in the Attleboro Public Schools. The amount of said longevity payment shall be \$850.00 for the completion of ten (10) years of service, and will be increased by \$100.00 for the completion of each consecutive year of service beyond ten (10) (e.g., \$950.00 for the completion of eleven (11) years, \$1,050.00 for the completion of twelve (12) years, etc.). Longevity pay shall be paid as a lump sum in the final pay period of the school year in which the Superintendent completes the corresponding years of service.
3. Except as set forth in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect.

WHEREFORE, intending to be bound, the parties have signed and sealed this amendment on this 12th day of September, 2022.

Superintendent of Schools:


[REDACTED]

Attleboro School Committee:


[REDACTED]

ATTLEBORO PUBLIC SCHOOLS
Attleboro, Massachusetts

EMPLOYMENT AGREEMENT

[REDACTED]
Superintendent

This Agreement is made between the Attleboro School Committee and [REDACTED] (hereinafter [REDACTED] or "Superintendent").

WHEREAS the Attleboro School Committee desires to secure and maintain the services of the Superintendent and the Superintendent desires to enter into an agreement of employment with the Employer upon the terms and conditions hereinafter set forth.

1. **DURATION**

This Agreement shall be effective July 1, 2018, and the Superintendent shall remain employed under this Agreement for a period of Three (3) years consistent with all applicable provisions of law, including, but not limited to Massachusetts General Laws Chapter 71, Section 41 as amended by Section 43 of the Acts of 1993, and Section 59B as amended by Section 53 of the Acts of 1993. Without further action by the parties this contract shall be extended for successive periods of one (1) year each time the anniversary date (July 1) of this contract is reached unless a vote of the School Committee is taken and notice in writing by a duly authorized member of the Committee is sent to the Superintendent, notifying him of the Committee's intent not to extend the contract any further. If such notice is timely sent and received, this contract shall terminate as of the June 30th next following the second (2nd) anniversary of the Superintendent's receipt of such notice.

2. **CERTIFICATION**

[REDACTED] shall furnish to the School Committee, and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying [REDACTED] to act as Superintendent in the Commonwealth.

3. **DUTIES AND RESPONSIBILITIES**

[REDACTED] shall perform all of the duties and responsibilities imposed on or required of a Superintendent. These duties and responsibilities shall include:

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 appointment is made the basis for its rejection of the Superintendent's recommendation, which basis shall become part of the minutes of the meeting.

B. The administration of policy, the operation and management of the schools, including utilization of regular accounting of 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 him or by his staff under his 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 and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all meetings thereof; and shall serve as advisor to said committees and make recommendations on all matters affecting the "School District". 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 recommendations as appropriate to facilitate the orderly administration of the District; and ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall advise the Committee of the disposition of such matters.
- E. The Superintendent is assured that Committee rules, regulations, or policies, will not be in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- F. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee will be consistent with those normally associated with the position of Superintendent of Schools in the Commonwealth of Massachusetts. The Committee agrees that all of its members shall be trained in roles and responsibilities as required by the General Laws. This provision shall continue in full force and effect during any period of employment.

4. COMPENSATION

The Superintendent's base salary for FY19 shall be \$185,000.00.

For FY20, the Superintendent will receive an increase of 2.0% over what he was paid in FY19. For FY21, the Superintendent will receive an increase of 2.0% over what he was paid in FY20. In any years subsequent to FY21, the Superintendent will receive an increase of 2.0% over what he was paid in the immediately preceding year.

The annual salary of [REDACTED] shall be paid in twenty-six (26) equal biweekly payments in accordance with the schedule of payments established for other professional employees of the Committee.

5. EVALUATION OF PERFORMANCE OF THE SUPERINTENDENT

During his service as Superintendent, [REDACTED] shall be evaluated pursuant to this agreement.

- A. As part of the evaluation process, the Officers of the Committee will confer with [REDACTED] to review goals and objectives in January, July, and October
- B. In June, the Committee shall evaluate and assess in writing the performance of the Superintendent, using a written instrument which has been approved and adopted by the Committee and which instrument has been accepted by [REDACTED]

6. SICK LEAVE

[REDACTED] shall accrue sick leave at a rate of one and one-half (1.5) days per month for a total of eighteen (18) days per year. Such sick leave may accumulate up to a maximum of 220 days and be available for use in succeeding years of the term. Notwithstanding [REDACTED] previously accrued sick leave, upon execution of this contract he will be granted an additional amount of paid leave up to ninety (90) days in the event of catastrophic illness, or traumatic injury. Said ninety (90) days will not be offset by the use of previously accumulated sick leave.

7. LEAVES OF ABSENCES WITH PAY

ii. Personal Leave

[REDACTED] shall be entitled to a total of three (3) days annually to be used for personal purposes. Such days shall be in addition to and exclusive of vacation leave. Personal leave as indicated herein shall not be reimbursable, at the end of each fiscal year, any unused personal day will be converted to accumulated sick time. [REDACTED] will notify the Chair of the School Committee prior to utilizing personal leave. Such leave will not be unreasonably denied.

b. Bereavement Leave

In the case of death in the immediate family of [REDACTED] he may be absent to attend funeral or memorial services for five (5) calendar days, commencing with the day after the death. Immediate family shall include: father, mother, sister, brother, wife, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, relative or other person living in the same home as [REDACTED]. Upon notification to the School Committee, additional days may be allowed to attend funeral or memorial services for any other individual.

c. Vacation

[REDACTED] shall be entitled to twenty-five (25) days of vacation with pay, during each year of the term of this Agreement, exclusive of legal holidays. The Superintendent may carry over 1/5 of his annual earned time, not to exceed a maximum of 1.2 times their annual amount.

8. LEAVES OF ABSENCES WITHOUT PAY

A. The Superintendent may be granted a leave of absence without pay for up to one year for the purpose of caring for a sick member of his family where the Superintendent's personal attention is required.

B. The Superintendent may be granted a leave of absence without pay for up to one year for other purposes at the discretion of the Chair of the School Committee

9. FRINGE BENEFITS AND REIMBURSEMENT OF EXPENSES

[REDACTED] will be eligible to receive all benefits afforded administrators regarding Group Health and Life Insurance.

[REDACTED] shall be paid (in addition to the base salary) the amount of \$150 per month for local travel related expenses.

Upon notification to the Chair of the School Committee, [REDACTED] shall be permitted to telecommute (work offsite) on days when school is not in session up to ten (10) days per fiscal year.

The Committee shall reimburse [REDACTED] for all job-related expenses reasonably incurred in the performance of his duties under this Agreement, including national, state, and local dues or memberships, as detailed below. Expense vouchers for extraordinary expenses will be submitted by Mr. Sawyer at least quarterly, and they shall be signed by an Officer of the School Committee.

10. OUT OF DISTRICT/STATE TRAVEL

[REDACTED] is encouraged to participate in conferences, etc. for the good of the school system. Expense vouchers for out-of-district expenses will be submitted by [REDACTED] at least quarterly and they shall be signed by an Officer of the School Committee.

11. ASSOCIATION MEMBERSHIPS / PROFESSIONAL DEVELOPMENT

[REDACTED] will be reimbursed the cost of three (3) annual individual memberships in approved professional educators' associations, not to exceed a total cost amount of \$500.

The sum of \$2,000 is available to underwrite the cost of individual professional development activities including: workshops, seminars, graduate level coursework, etc. [REDACTED] shall notify the Chair of the School Committee upon the utilization of this provision.

[REDACTED] shall make reasonable efforts to participate as a member in the Massachusetts Association of School Superintendents (MASS).

[REDACTED] may accept speaking, writing, lecturing, consulting, or other engagements of a professional nature for his own benefit as he sees fit, provided they do not derogate or detract from his ability to fulfill his duties and responsibilities to the Attleboro Public Schools. Such activities, which are for [REDACTED] own benefit and require [REDACTED]'s absence from Attleboro during work hours shall be undertaken only

with the prior approval of the Chair of the Committee. Expenses associated with these activities will not be considered reimbursable.

12. **COMPUTER/ELECTRONICS**

The Committee shall provide for the purchase of a computer and other electronic devices, selected by [redacted] for use in his place of residence. All electronic devices provided to [redacted] shall be the property of the Attleboro Public Schools and shall be duly returned upon conclusion of his employment in the "School District".

13. **TERMINATION OF THIS AGREEMENT**

This Agreement may be terminated during its term by:

- a. mutual agreement of the parties;
- b. retirement of [redacted];
- c. dismissal of [redacted] for inefficiency, incapacity, conduct unbecoming Superintendent, insubordination, or other good cause. In the event the Committee proposes to dismiss [redacted] the procedure set forth in Chapter 71, Section 42 of the Massachusetts General Laws shall be adhered to;
- d. death of [redacted].

14. **RESIGNATION**

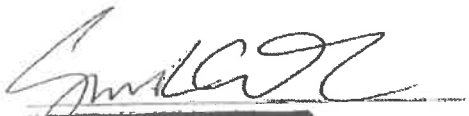
In the event [redacted] desires to terminate this contractual agreement in order to accept another position, retire, etc., [redacted] is required to provide ninety (90) calendar days' notification before leaving his position.

15. **ENTIRE AGREEMENT**

This Contract of Employment between [redacted] and the Attleboro School Department embodies [redacted] terms of employment. There are no other inducements, promises, or obligations other than those contained herein. This supersedes all prior agreements between the parties. This Employment Agreement may not be changed except by agreement in writing signed by both parties.

16. **VALIDITY**

If any paragraph, part, or rider of this Agreement is invalid, the remainder shall continue in full force and effect.



Chairman of the Attleboro School Committee



Superintendent

6.28.19

Date

6.28.19

Date