

CARLISLE PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made as of February 14, 2019, by and between the Carlisle School Committee of Carlisle, Massachusetts (hereinafter referred to as the "Committee") and [redacted] of Massachusetts (hereinafter referred to as the "Superintendent".)

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

1. EMPLOYMENT: The Committee agrees to employ the Superintendent as Superintendent of the public schools of the Town of Carlisle, MA, and the Superintendent hereby accepts employment on the following terms and conditions:
2. TERM: Subject to the provisions for earlier termination hereinafter set forth, the term of this Agreement shall begin on July 1, 2019, and end on June 30, 2023. Thereafter, this Agreement between the parties shall be extended for successive periods of one (1) year without further action by the parties unless the Committee of the Superintendent shall have given notice of intent not to extend the Agreement beyond its expiration. Notice of the School Committee's intent not to extend the contract upon expiration hereunder must be given by certified mail, return receipt requested, to the Superintendent at his address of record at least 270 calendar days prior to the then current expiration date of the Agreement.
3. COMPENSATION: The Superintendent shall be paid at an annual salary rate commencing July 1, 2019 of \$170,627 per year (less legally required deductions and withholdings,) payable in equal installments convenient to the parties, but no less often than monthly. The annual salary rate paid to the Superintendent will be increased by 2.00% annually, on July 1, 2020 and by 1.00% to 4.00% on July 1, 2021 and July 1, 2022, as determined by the Carlisle School Committee, in its sole discretion, after conducting its annual performance review of the Superintendent. The Superintendent's salary, and any specific benefits or compensation of any kind provided under the express terms of this Agreement or any addendum, modification, or amendment hereto, shall not be reduced during the term of this Agreement.
4. TERMINATION: In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving written notice of this intention to the Committee no later than February 1st of any year during the term of this Agreement, or, if later than February 1st, by giving a minimum of six (6) months' notice.

The Committee may terminate this contract at any time with a majority vote for any of the following reasons: inefficiency, incapacity, or incompetence, conduct unbecoming to a Superintendent, insubordination, or other good cause. Where the Committee believes good cause for termination may exist, a hearing shall be convened in executive session unless the Superintendent requests that it be public, at which hearing the Superintendent may present such evidence or argument as he deems appropriate. The Superintendent may be represented at such executive session by counsel who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide ten (10) days' written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.

The Committee may terminate this contract other than for good cause by giving written notice of this intention to the Superintendent no later than January 1st of any year during the term of this contract, and in such event, this contract will terminate on June 30th of the following year (18 months' notice.)

In any case where there is a question of the Superintendent's incapacity for physical or mental reasons, a comprehensive medical examination may be required by the Committee. The Committee shall pay the cost for any such examination. In any event, if the Superintendent is unable to perform services by reason of absence due to illness or injury for a continuous period of 92 calendar days or for 180 calendar days, whether continuous or not, in any rolling twelve (12) month period, the Committee shall have the option of terminating this contract of employment. Determination of whether physical or mental incapacity exists shall be made by a physician agreeable to both parties. If the Committee so terminates this contract, the Superintendent will continue to receive sick leave payments until his total accumulated unused sick leave is exhausted; but the Committee shall have no other obligation under this Agreement.

5. DUTIES: The Superintendent shall perform faithfully, to the best of his ability, all duties and responsibilities of a Superintendent under state and federal law and regulation, the duties of the Superintendent as defined in the job description and such duties as may be assigned by the Committee, and shall serve as Executive Officer of the Carlisle Public Schools.

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

6. CERTIFICATE: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate(s) qualifying him to act as Superintendent of the Carlisle Public School District.
7. OTHER ACTIVITIES: The Superintendent may accept speaking, writing and lecturing engagements of a professional nature as he sees fit, provided they do not derogate from and are not otherwise inconsistent with his duties as Superintendent.
8. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Superintendent for those expenses reasonably incurred in the performance of his duties under this contract and to defray the cost of tuition and fees for professional development, including course work for credit toward an advanced degree. Such fees and expenses, which shall not exceed \$8,500 annually without prior approval of the Committee, may include, but shall not be limited to, costs of transportation and attendance at appropriate local, state and national meetings and conferences as well as costs for maintaining a cellular phone and using such device in the course of performing job-related duties. The Committee shall, to the extent permitted by and subject to the requirements of applicable law, reimburse the Superintendent for reasonable legal fees (or at the Committee's election provide for his legal defense) and indemnify him as provided in this Agreement.
9. PROFESSIONAL AFFILIATIONS: The Committee shall annually provide funds for membership or subscription in appropriate professional organizations. The Committee shall not reimburse the Superintendent for membership dues in the National Education Association, Massachusetts Teachers' Association or the American Federation of Teachers.

10. PERIODIC EXAMINATION: The Committee agrees to bear the cost of a full physical examination once each year during the life of this Agreement if such cost is not covered by the Superintendent's health insurance.
11. STATE RETIREMENT: The Superintendent shall be a member of the Teachers' Retirement System as required by the General Laws.
12. HEALTH INSURANCE: The Superintendent agrees to waive his right to take health insurance (medical and dental) available to other district administrators and teachers, as such benefits are in effect from time to time. In lieu of the Superintendent taking such health insurance benefits above, the Committee agrees to pay the superintendent the amount of one thousand five hundred dollars (\$1,500.00) for each contract year that he elects to waive such benefits. The Superintendent's decision to waive his right to health insurance benefits in one year and accept the above amount shall not obligate the Superintendent to waive his right to health insurance in any subsequent contract year.
- the Committee shall provide up to two thousand dollars (\$2,000) per year of this contract for the purpose of providing disability and/or life insurance for the Superintendent.
13. LEAVES AND VACATION:
- A. The Superintendent shall receive thirty (30) working days as annual vacation, exclusive of legal holidays. Up to ten (10) working days' vacation may be carried over from one fiscal year to another.
 - B. The Superintendent shall be allowed 75 days of sick leave during each contract year of this Agreement, up to three (3) of which may be used, at the discretion of the Chair of the Committee, for bereavement leave. Unused sick leave days may not be carried forward from contract year to contract year.
 - C. The Superintendent shall be entitled to a total of three (3) days personal leave from school duties during each year of this Agreement without loss of salary. These days shall be used for personal business reasons. Unused personal leave days may not be carried forward from contract year to contract year.
 - D. The Superintendent, upon terminating employment, shall be paid for any unused vacation time earned under this paragraph 13A, but not for unused sick or personal days under paragraphs 13B or 13C.
14. RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT: Responsibility for the daily functioning of the schools shall be vested in the Superintendent who serves as the Committee's chief executive officer. The Committee is responsible for the interpretation of the community's educational needs and translation of these needs into policy. The Superintendent is responsible for implementing the Committee's policies. The Committee shall respect the Superintendent's professional competence, shall look to the Superintendent for advice and recommendations, shall look to the Superintendent to initiate recommendations for Committee action, and shall assign the Superintendent responsibility for implementation of Committee decisions.
15. EVALUATION: There will be an annual evaluation of the Superintendent's work conducted by the Committee. The Superintendent's evaluation relative to the Superintendent's role shall be

conducted publicly in accordance with M.G.L. c. 30A, § 19-25. The Superintendent shall be advised at least 48 hours prior to a posted Committee meeting at which the evaluation is to be discussed and he shall receive a copy of the individual evaluation of each member no later than the time of receipt of the 48 hour notice. The discussion shall be limited to matters identified in the individual members' evaluations.

16. ARBITRATION:

A. Scope of controversy: Any and all controversies or claim arising out of or relating to any term or condition of this Agreement or employment practices or policies of the Committee or the breach thereof, excluding claims based on federal or state anti-discrimination laws, statutes or regulation, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. 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 and standards of M.G.L. Chapter 150C or if G. L. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes or the Federal Arbitration Act, as applicable.

B. Arbitrator's Authority: Either party may invoke the arbitration provision hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within sixty (60) calendar days of the day on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract of the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action 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 his position.

17. INDEMNIFICATION: The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. Chapter 258. The Superintendent shall comply with all obligations to assist any litigation instituted in which the statutory indemnification is applicable; provided, however, that upon cessation of the employment relationship, the Superintendent shall be compensated for such assistance in any other proceeding, included but not limited to grievance, administration, Arbitration or hearings before the Department of Labor Relations Commission or other body for any day or part thereof during which such assistance is rendered at him then effective per diem rate of pay, to the extent that such compensation is permitted under the laws governing the payment of fees to witnesses.

This indemnification provision shall survive expiration of this Agreement or the cessation of the employment relationship by any means or cause.

18. ENTIRE AGREEMENT: This contract 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 in writing signed by the party against whom enforcement thereof is sought.

19. INVALIDITY: The implementation and interpretation of this Agreement shall in all respects be subject to the requirements or applicable law. If any paragraph or part of this agreement is

invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the Committee, by the Chairperson, thereunto duly authorized, and the Superintendent have hereunto signed and sealed this agreement.