

CONTRACT BETWEEN
[REDACTED] **and the**
CITY OF CHELSEA SCHOOL COMMITTEE

This contract made this day of June 2019 by and between the Chelsea Public School District by its School Committee hereinafter referred to as the "Committee" and [REDACTED] hereinafter referred to as the "[REDACTED]", collectively the "Parties".

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and [REDACTED] believe that a written employment contract is necessary to describe their expectations, goals, relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, [REDACTED] is certified as such in the Commonwealth of Massachusetts as a Superintendent of Schools.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT

The Committee hereby appoints [REDACTED] as the Associate Superintendent for the period of August 1, 2019 to December 31, 2019 and further appoints [REDACTED] as the Superintendent of the Chelsea Public School District for the period of January 1, 2020 through December 31, 2022.

The Parties acknowledge that there is a Succession Plan in place and during the transition [REDACTED] title shall be Associate Superintendent. Sample Succession Plan is attached to this Agreement as Exhibit A. The Parties fully understand and acknowledge that if for any reason, [REDACTED] is on vacation and/or leaves town, [REDACTED] will assume the full duties of Superintendent.

2. RESPONSIBILITIES AND 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 §37. 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, §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 to its rejection of the Superintendent's recommendation, which 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" and/or her designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee 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 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, except those duties when [REDACTED] is the Associate Superintendent. 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.
- 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 are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. The committee agrees that all members shall be trained in roles and responsibilities as required by M GL, c.71. This provision shall continue in full force and effect during any period of employment.

- G. The position of 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.
- H. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave subject to paragraph 4 below.
- I. In addition to her statutory and other duties, it is understood and agreed that [REDACTED] to the extent that time and resources allow, is expected to participate and represent the School District at civic and other functions in Chelsea as well as at conferences, and related educational matters outside of Chelsea. It is further understood and agreed that such attendance and/or participation by the Superintendent is subject to the necessary appropriation and shall not be deemed to conflict with established policies of the School Committee.

3. COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Committee is responsible for setting the Superintendent's salary and other regular compensation. During the period of July 1, 2019 through June 30, 2020, [REDACTED] will be compensated \$185,000.00 per annum. This base salary shall be paid in twenty-six (26) equal installments as per the Districts regular compensation practices.

The Committee, at its discretion, may increase this compensation at any time during this Agreement. It further agrees to meet with [REDACTED] to review salary considerations effective July 1, 2021 through the end of this Agreement.

4. BENEFITS

[REDACTED] shall be eligible to receive the following benefits:

- A. Insurance. Medical, Dental, minimum Life and other insurances as are available to all employees of the Chelsea Public Schools.
- B. Sick Leave. Effective August 1, 2019 [REDACTED] shall be granted a "bank" of 20 sick days for her own non-work related illness. [REDACTED] shall be entitled to an additional 30 sick days annually each year from July 1 to June 30, for her own non-work related illness.

Available and unused sick leave may be carried over from one year to the next, but total days carried over shall not exceed 200. To the extent permitted by law, sick leave used will be counted as leave under the Family and Medical Leave Act.

Upon her retirement, [REDACTED] may redeem up to one hundred thirty-five (135) days of her unused sick leave in cash at the rate of \$85.00 *per diem*.

Leave taken under this contract shall be credited against leave that is or may be available under the Federal Family and Medical Leave act of 1993.

- C. Vacation & Holidays. [REDACTED] will be expected to work a total of 225 days each year between July 1 and June 30. In the event [REDACTED] works greater than 225 days each year, she will not be eligible for additional compensation.

Effective August 1, 2019 [REDACTED] shall be granted a "bank" of 25 vacation days. [REDACTED] shall be entitled to an additional 25 vacation days annually each year beginning on July 1. Effective August 1, 2019, [REDACTED] will be allowed to carry over up to ten (10) unused vacation days. Days taken as vacation days do not count toward the 225 days [REDACTED] is expected to work each year.

[REDACTED] agrees that any period of absence greater than two days will be scheduled in advance with the Chairman or his/her designee.

It is presumed that [REDACTED] will not be required to work on any state or federal legal holiday during which the Chelsea schools are not in session. [REDACTED] will not be required to expend vacation days on stated or federal legal holiday during which the Chelsea schools are not in session.

- D. Retirement. The Superintendent shall be a member of the Massachusetts Teachers Retirement System ("Retirement System") and all applicable contributions to the Retirement System shall be deducted from the Superintendent's compensation.

5. JOB RELATED EXPENSE REIMBURSEMENTS

The Committee agrees that it will reimburse [REDACTED] for any or all of the following:

- A. All ordinary and necessary reasonable expenses for travel in connection with School District business. Mileage will be reimbursed at the applicable rate designated by the City of Chelsea for all employees.
- B. All ordinary and necessary reasonable expenses for travel, meals, lodging, and registration, attendance, or other fees incurred for attendance at or participation in seminars, conferences, and related activities, including but not limited to conferences, seminars, and events sponsored or co-sponsored by the Massachusetts Association of School Superintendents (MASS), the American Association of School Superintendents (AASA), and the Association of Latino Administrators and Superintendents (ALAS).

The District shall provide the Superintendent with the technology necessary to carry out her duties, including but not limited to a smartphone, tablet and laptop. The District shall

also pay any monthly charges associated with the use of such technology, including but not limited to cellular phone and data charges.

- C. Membership in appropriate state and national professional organizations.
- D. Other ordinary and necessary expenses incurred by her in the carrying out of School District business.

Reimbursement for any of the above shall be in compliance with the practices of the City of Chelsea. [REDACTED] agrees to maintain and provide, upon request, such records as are required by the School Department, the City of Chelsea, or other governmental authority to document or support any such expenditures.

6. INDEMNIFICATION

The Committee will defend, hold harmless, and indemnify [REDACTED] against all claims, suits, actions, and legal proceedings brought against her for acts or omissions arising out of her employment and within the scope of her employment, to the extent permitted by MGL ch.258, sec.9.

7. TERMINATION OF EMPLOYMENT

In the event of the termination of her employment, [REDACTED] shall be entitled to receive salary through to the effective date of the termination of employment together with payment for all unused accrued vacation leave as set forth by MGL ch.71, sec.41.

This Agreement may be terminated as follows:

- A. By Resignation. [REDACTED] may voluntarily resign her position by giving the Committee a minimum of 60 days' notice.
- B. For Good Cause. The Committee may terminate this Agreement and [REDACTED] employment at any time for good cause upon a two-thirds vote of the whole Committee. The parties agree that "good cause" shall be defined as any ground that is put forth in good faith that is not arbitrary, irrational, unreasonable, or irrelevant to her ability to carry out the responsibilities of Superintendent and the efficient operation and attainment of the educational goals of the School District, and may include but not be limited to inefficiency, incompetency, incapacity, conduct unbecoming a Superintendent of Schools, or failure to satisfy performance standards of the Committee or those required by Law.

The Committee may place [REDACTED] on administrative leave with pay pending its determination whether to terminate for good cause.

1. Written Notice. The Superintendent shall be furnished with a written notice of intent to terminate this Agreement for cause, with an explanation of the grounds for the dismissal

in sufficient detail to permit her to respond, if she so chooses, and any documents on which the Committee relied in formulating the notice of intent to terminate or on which the Committee may rely in determining whether to terminate the Superintendent.

2. Hearing. No later than seven days following receipt of said notice of termination, the Superintendent may submit written notification to the Chairman requesting an opportunity to appear before the Committee to review the grounds for dismissal. No later than fourteen (14) days following receipt of said request for a hearing, the Committee shall hold a hearing. The Committee will consider a request by the Superintendent that the meeting be held in Executive Session. The Superintendent may be represented by counsel at such hearing.

At said hearing, the Superintendent and Committee may present witnesses and evidence, and may examine witnesses presented in support or against the grounds for dismissal set forth in the notice of termination. Following review of the grounds for dismissal, and any evidence and testimony presented, the Committee by two-thirds vote shall determine whether to terminate the agreement for good cause.

8. ARBITRATION

Any and all controversies or claims arising out of, or relating to, any term or condition of this Agreement, excluding claims based on state or federal anti-discrimination laws, statutes, or regulations, 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 of and standards of MGL ch.150C, or if MGL ch.150C is determined to be inapplicable, then pursuant to the provisions of ch.251 of the General Laws relative to arbitration of commercial disputes.

This Agreement null and voids all prior agreements and contracts between the parties and further voids all terms and obligations thereunder.

This Agreement is made this 6 day of June 2019, by vote of the Chelsea School Committee

City of Chelsea School Committee:

