

**EVERETT PUBLIC SCHOOLS  
EVERETT, MASSACHUSETTS  
SUPERINTENDENT OF SCHOOLS  
CONTRACT OF EMPLOYMENT**

This AGREEMENT, effective as of July 1, 2015, by and between the Everett School Committee, hereafter referred to as the "Committee" and Mr. Frederick F. Foresteire, hereinafter referred to as the Superintendent.

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

**EMPLOYMENT:** The Committee hereby employs Mr. Frederick F. Foresteire as Superintendent of the Public Schools of Everett, and the Superintendent hereby accepts employment on the following terms and conditions:

**PREAMBLE**

The Committee hereby employs Mr. Frederick F. Foresteire as Superintendent of Schools in Everett for the period of time, compensation and other conditions of employment hereafter stated.

The Superintendent agrees to all of the rules, regulations and position characteristics as determines by the Committee, as well as to all of the provisions of the Massachusetts General Laws relating to education, the schools and legal functions and responsibilities of School Superintendents.

The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the children and the general community served by the Everett Public Schools.

**POSITION RESPONSIBILITIES**

**A. CERTIFICATION**

Throughout the length of his service in Everett, the Superintendent shall furnish and maintain a valid and appropriate certificate qualifying him to act in this position, consistent with the requirements of Chapter 71, Section 38G, of the General Laws of Massachusetts, as amended by the Education Reform Act of 1993.

**B. DUTIES**

The Superintendent shall perform faithfully, to the best of his ability, the duties of Superintendent in accordance with the specification established by the School Committee and the Rules and Regulations of the Everett Public Schools.

## **C. EVALUATION**

On at least one occasion during the course of each school year, and no later than April 1st, the Superintendent and the School Committee will meet for the purpose of assessing the Superintendent in the performance of his duties and responsibilities on behalf of the Everett Public Schools. Said evaluation shall be based upon the position specifications as established by the Committee. The Superintendent's evaluation will be forwarded to the School Committee.

## **CONTRACTUAL CONTRACT**

### **A. LENGTH OF CONTRACT**

The Superintendent shall be employed for the period, July 1, 2015, through June 30, 2021. This agreement between the parties, without further action by parties, shall be extended for successive periods of one year each time the anniversary date of the commencement 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 residence of the Superintendent at least sixty (60) days prior to the anniversary date of this contract, by certified mail, return receipt requested notifying him of the Committee's intent to terminate the contract upon expiration of the aforementioned six year

### **B. TERMINATION**

In the event the Superintendent desires to terminate this contract before the term of service shall have expired, he will do so by giving at least one hundred twenty (120) days notice of his intention to the Committee by registered mail, return receipt requested.

## **COMPENSATION AND BENEFITS**

### **A. SALARY CONSIDERATIONS**

For the period of time commencing July 1, 2015, and extending through June 30, 2021, the Superintendent shall be paid the salary of Two Hundred Eleven Thousand One Hundred and Fifty (\$211,150.00) Dollars.

As of July 1, 2015, the Superintendent will receive each year percentage increases equal to that of the Everett School Administrators for the duration of his employment under this agreement.

The Superintendent shall be entitled to the same longevity policy presently in effect or voted in the future to the Everett School Administrators Association.

### **B. INSURANCE COVERAGE**

The Superintendent shall be entitled to all insurance plans (medical, hospital, life, etc.) currently in effect of the employees of the Everett Public Schools.

### **C. VACATION**

The Superintendent shall receive a paid vacation of twenty-five (25) working days per contract year, exclusive of legal holidays. Said vacation dates shall be used during each contract year at the discretion of the Superintendent and with proper notification to the Committee. Unused days of vacation may be carried over each year. As of June 30, 2015, the Superintendent has accumulated four hundred and forty six (446) days of unused vacation leave. Upon retirement, resignation or death, the Superintendent or his estate will be paid the per diem rate for each day of unused vacation leave.

### **D. SICK LEAVE**

The Superintendent shall be granted fifteen (15) days of sick leave per contract year within the current accumulation of one hundred thirty five (135) days plus the fifteen (15) days for the current year.

In the case of the unexpected prolonged absence resulting from injury, disease or illness, the Committee, at its discretion, may provide additional sick leave to the Superintendent of deemed reasonable in consideration of the best interests of the Everett Public Schools. Upon retirement, resignation or death, the Superintendent, or his estate, will be paid One Hundred and Sixty (\$160.00) Dollars for each day of unused sick leave.

### **E. PERSONAL LEAVE**

Two (2) days per contract year, without loss of compensation, will be granted to the Superintendent for reasons of personal convenience or business.

### **F. FUNERAL LEAVE**

In the event of a death within his immediate family, the Superintendent will be allowed four (4) days without loss of compensation.

### **G. PROFESSIONAL LEAVE**

Within reasonable limits, and with Committee approval, the Superintendent may participate in consultative work. Said efforts shall never conflict or detract from his primary responsibilities as the educational leader of the Everett Public Schools.

### **H. ADDITIONAL ABSENCES**

In cases of absences over and beyond those leaves included in this section, salary shall be deducted at a per diem rate of 1/261 of the annual salary of the Superintendent.

### **I. TRANSPORTATION**

The School Committee shall provide the Superintendent with transportation required in the performance of his official duties during his employment under his contract, or shall compensate him Two Thousand (\$2,500.00) Dollars annually.

## **EXPENSE ALLOCATION**

### **A. PROFESSIONAL EXPENSES**

Reasonable reimbursements will be made to the Superintendent for all expenses incurred at professional activities approved the Superintendent attended in fulfillment of his duties and responsibilities to the Everett Public Schools. Said expenses will include travel, registration fees and meals.

The Superintendent will be expected to attend professional meetings, conferences and conventions at the local, state, regional and national level, as well as periodic seminars and workshops related to the demand of his position.

### **B. PROFESSIONAL DUES**

The Committee will provide payment of dues for the membership of the Superintendent in the American Association of School Administrators, the New England Association of School Superintendents, the Massachusetts Association of School Superintendents and a Superintendent's Round Table of his choice.

### **C. PERIODIC PHYSICAL EXAMINATION**

The Committee will require and provide payment for at least one (1) comprehensive medical examination each year for the Superintendent during the stated length of this contractual agreement. The examining physician may be designated by the Committee and will provide a certified report of his findings to the Committee.

The Superintendent shall also undergo those examinations necessary to meet the requirements of Chapter 71, Section 55B, of the Massachusetts General Laws.

## **OTHER CONDITIONS**

### **A. STATE RETIREMENT ASSOCIATION**

The Superintendent shall be a member of Massachusetts Teachers Retirement System as required by the Massachusetts General Laws, Chapter 32, Section 2.

### **B. ADMINISTRATION**

The Superintendent will have complete freedom to organize, reorganize and arrange the administrative and supervisory staff which, in his judgment, best serves the Everett Public Schools; that the administration of instruction and business affairs will be lodge with the Superintendent and administered by him with the assistance of his staff; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff; and that the Committee, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

**ENTIRE AGREEMENT**

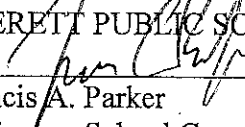
The contract embodies the entire agreement, as voted and accepted by the School Committee on January 19, 2016, between the Committee and Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other and those contained.


This contract may not be amended except by an agreement in writing signed by the parties hereto.

**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.


**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement and duplicate this 20th day of June, 2016.

EVERETT PUBLIC SCHOOLS  
BY   
Francis A. Parker  
Chairman, School Committee

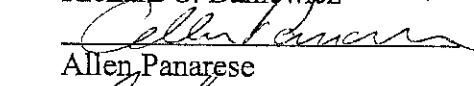
  
Mr. Frederick F. Foresteire  
Superintendent of Schools

Witnessed by:

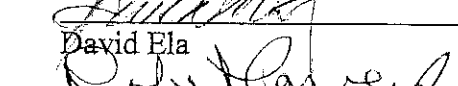
  
Berardino D'Onofrio

  
Lester MacLaughlin

  
Richard C. Baniewicz

  
Allen Panarese

  
Joseph LaMonica

  
David Ela

  
Robert Carreiro

  
Thomas Abruzzese