

Nantucket Public Schools

Employment Agreement

Superintendent W. Michael Cozort

This Employment Agreement (herein "Agreement") is made as of June 1st, 2019 by and between the Nantucket School Committee/Nantucket Public Schools (herein "Employer" or "Committee"), which has an address of 10 Surfside Road, Nantucket, MA 02554 and XXXXXXXXXX (herein "Superintendent" or "Employee", an individual with an address of Four Sparrow Drive, Nantucket, MA on this 1st day of June, 2019.

This Agreement supersedes and terminates all prior Agreements between the parties.

WHEREAS, the Employer wishes to employ Employee as the Superintendent of Schools for the Town of Nantucket beginning on July 1st, 2019.

WHEREAS, Employee wishes to accept the position of Superintendent of Schools for the Town of Nantucket on July 1st, 2019.

Now, therefore, in consideration of the mutual promises contained herein, the Employer and Employee agree as follows:

1. Term

The Committee agrees to employ the Superintendent and the Superintendent agrees to accept such employment for a term of one year, commencing on July 1st, 2019 terminating on June 30th, 2020, unless terminated earlier in accordance with the provisions of Section 11 herein. For purposes of this agreement, this year one will run from July 1st, 2019 through June 30th, 2020.

Nothing in this Section 1 takes away either party's rights under Section II.

2. Duties and Responsibilities

The Superintendent shall devote his skill, labor and attention to the position of Superintendent and to faithfully and to the best of his ability perform all of the duties and responsibilities of the position of Superintendent of Schools for the Nantucket Public Schools, as those duties and responsibilities are communicated to him by the School Committee. The parties agree that the duties and responsibilities of the position of Superintendent are not limited to those duties and responsibilities described in any such position description. The Superintendent further agrees to perform the duties and responsibilities of the position of Superintendent in accordance and compliance with all applicable state and federal laws, regulations and policies. The Superintendent shall have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent.

3. Compensation and Benefits

3.1 Salary

For this one-year term agreement (July 1, 2019 through June 30, 2020) the Superintendent shall receive salary (which shows a raise of 2.5%) based on an annual salary of \$193,832.74, minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent.

The Superintendent acknowledges that he is exempt from FLSA overtime provisions, including provisions providing for compensatory time in lieu of overtime pay, and that he is not entitled to overtime or compensatory time pursuant to FLSA, Town By-Laws, or this Agreement.

3.2 Annnity-403(b)

For this contract period the Committee shall deposit the sum of \$15,000 annually into an annuity of the Superintendent's choosing. Such sum shall immediately upon deposit become the property of the Superintendent.

3.3 Insurance

The Superintendent may participate in the group health and life insurance plans provided the Town of Nantucket on the same basis as it is offered to other eligible town employees.

3.4 Reimbursement

The Superintendent shall be reimbursed for travel and associated expenses associate with the performance of his duties as Superintendent in accordance with School Committee policy.

4. Certification/License

The Superintendent agrees to maintain throughout the term of this Agreement a valid and appropriate certificate(s) or license(s) qualifying him to be employed as a Superintendent of Schools, as required by the General Laws of the Commonwealth of Massachusetts and applicable regulations. The Employer may terminate this Agreement pursuant to Section II herein if the Superintendent fails to maintain the requisite certificate(s) and/or license(s).

5. Annual Performance Evaluation

In consultation with the Superintendent, the School Committee shall evaluate, in writing the Superintendent's performance before March 31 of the contract year. Such performance evaluation shall be based on the standards and indicators as described under the Massachusetts Model System for Superintendent set forth by the Massachusetts Department of Elementary and Secondary Education. The performance evaluation will be done by the School Committee in Open Session meetings.

6. Paid Leaves

6.1 Vacation Leave

The Superintendent is granted thirty (30) days of vacation per year. The Superintendent may carry over any accrued unused vacation days from a prior contract period. Any unused vacation may be cashed out when the Superintendent either resigns or is terminated from his position. This cash out shall be valued at the current per diem rate at that time in the contract period. Vacation is earned at a rate of 2.50 days per month, but the Superintendent may take vacation in advance or earning, it, with the prior written consent of the School Committee.

6.2 Sick Leave

The Superintendent shall accrue eighteen (18) days of sick leave per contract period. Unused accrued sick leave may be called over into subsequent contract years up to a maximum of one hundred and eighty (180) days. At the time of retirement from Nantucket Public Schools, the Superintendent will be entitled to reimbursement for the unused sick days at the rate of \$100 per day up to 100 days. If the Superintendent voluntarily leaves or if he is terminated with or without cause before expiration of this Agreement, he shall not be entitled to buyback of any unused sick days. Sick Leave means an authorized absence from work with pay granted to the Superintendent when he is unable to perform his duties because of sickness or personal injury.

6.3 Personal Leave

Up to a maximum of five (5) days of personal leave may be granted to the Superintendent by the School Committee for the purpose of attending to important legal, personal, or family matters which require the Superintendent's absence during the work day. Such personal leave shall not accumulate from year to year.

6.4 Holidays

The Superintendent shall receive paid holidays in accordance with the practice of the Nantucket Public Schools.

7. Retirement

As required by law, the Superintendent shall be a member of the retirement plan of the Massachusetts Teachers' Retirement Board and shall be subject to all of the obligations and rights associated therewith. Required retirement deductions shall be made from the Superintendent's pay.

8. Professional Development

The Employer expects and encourages the Superintendent to continue his professional development by participation in meetings and programs and other activities sponsored by local, state and national school administration and school committee associations and to engage in seminars and courses which would serve to enhance the Superintendent's ability to carry out his duties for the Nantucket Public Schools. The Employer may allow a reasonable amount of release time for the Superintendent to attend such meetings, programs, seminars, and courses, and the Employer will pay all of the expenses of such membership and attendance within limits established by the Employer. The Superintendent must submit a Professional Development Plan to the School Committee by September 30th of each year.

Each Professional Development Plan should outline the type(s) of professional development that the Superintendent expects to complete during the relevant period of the Agreement. Such plans should also include estimated costs and expenses associated with the professional development as well as how the professional development aligns with the District's Strategic Plan.

9. Working Time

The Superintendent agrees to devote his full-time labor and attention to the performance of his duties and his responsibilities as Superintendent for the Nantucket Public Schools and agrees not to accept any work outside of the Nantucket Public Schools, including, but not limited to, consultancies or other engagements for remuneration with the exception of the following: The Superintendent may engage in activities as a consultant or engage in other outside work for up to three (3) work days per contract year with the prior approval of the Committee provided neither the Superintendent nor the Committee has given notice of intention to terminate the Agreement in accordance with paragraph 11 herein. The Superintendent agrees to use accrued vacation leave (or unpaid leave if he has no available vacation days) when such outside work requires him to be away from the Nantucket Public Schools. This does not preclude the Superintendent from receiving compensation for other organizations for teaching a college or graduate level course, including professional development to staff, which would be compensated under a separate contract. The Committee shall not be responsible for any salary, compensation, and /or expenses associated with any of the Superintendent's activities as a consultant or for any of his outside work activities.

10. Indemnification

The Committee agrees to indemnify the Superintendent in accordance with M.G.L. chapter 258. The Superintendent shall not be indemnified by the Committee in any situation in which (a) the Committee's and Superintendent's interests are adverse, (b) the Committee is taking disciplinary or any other action against the Superintendent, or (c) in any action or proceeding arising out of or related to this Employment Agreement and /or the Superintendent's employment with the Committee.

11. Termination of the Employment Agreement

11.1 Voluntary Termination by the Superintendent

In the event that the Superintendent voluntarily terminates his employment prior to the expiration of the term of this Agreement, he shall give the Committee at least one hundred and eighty (180) calendar days written notice. The Committee may waive any part or all of such notice. In the event of termination pursuant to the 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.

11.2 Termination For Cause by the Committee

The Committee by super majority vote (four members) may suspend the Employee from the position of Superintendent for cause at any time, or may terminate his employment for cause including, but not limited to, insubordination, incompetence or neglect of duty, or conduct that is not consistent with the professional status and community standing of a school superintendent, on thirty (30) calendar days' notice. "Cause" herein shall be defined as any ground put forth by the School Committee in good faith that is not arbitraly, irrational, unreasonable or irrelevant to the

School Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. In case of termination, the Committee shall (i) give the Superintendent its decision to terminate in writing; (ii) upon written request by the Superintendent, provide written reasons for such termination; and (iii) upon written request by the Superintendent, within thirty (30) calendar days following receipt of such request, meet with him to review its decision. The decision of the School Committee after such hearing shall be final and binding. In the event of termination pursuant to this paragraph 11.2, the School Committee shall not be required to pay, and Employee shall not be entitled to receive, (a) salary payments or benefits that would or might otherwise be payable after the effective date of termination and (b) severance payment.

11.3 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 his 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.

12. Medical Examination

At the request of the Committee during the term of this Agreement, the Superintendent agrees to submit to comprehensive medical examinations by physicians(s) of the Committee's selection at the Committee's expense. The Superintendent will provide to the Committee a certificate from the examining physician(s) stating his fitness to perform the duties of the Superintendent.

13. Notice

All written notices under this Agreement shall be mailed by first class or hand-delivered as follows:

Notices to the Superintendent: by hand delivery to W. Michael Cozort or by first class mail to W. Michael Cozort at the address listed in the school department's records.

Notices to the Committee: by first class mail to Chairperson, Nantucket School Committee, 10 Surfside Road, Nantucket, MA 02554.

14. Governing Law

This agreement shall be interpreted, enforced, governed and construed by, under, and in accordance with the Laws of the Commonwealth of Massachusetts.

15. Construction of Agreement

The parties have each participated in drafting this Agreement, and any uncertainty or ambiguity that may exist in any of the language of this Agreement shall not be presumed attributable to any of the parties or be construed against either of them.

16. Severability

The provisions of this Agreement are severable. If any part or provision of this Agreement is found to be unenforceable, all other parts and provisions shall remain fully valid and enforceable.

17. Modification of Agreement

This Agreement may not be modified, altered, or changed except by mutual agreement of the parties contained in a written instrument signed by the parties.

18. Duplicate Counterparts

The Agreement shall be executed in duplicate counter parts, both of which shall constitute the same instrument.

Signed this _____day of June, Two Thousand Nineteen

Town of Nantucket School Committee

