

SUPERINTENDENT'S EMPLOYMENT CONTRACT

(August 1, 2021 – July 31, 2024)

AGREEMENT made this 17th day of June 2021, between the North Attleborough School Committee, hereinafter referred to as the "Committee", and [REDACTED], hereinafter referred to as the "Superintendent".

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. EMPLOYMENT:

The Committee hereby employs [REDACTED] as Superintendent of the North Attleborough School District and [REDACTED] hereby accepts employment as Superintendent of the North Attleborough School District, subject to the terms and conditions hereinafter provided.

2. TERM:

- A. The term of this contract is three (3) years, commencing on August 1, 2021, and continuing through July 31, 2024.
- B. The Committee and the Superintendent, provided each has notified the other in writing of their desire to commence negotiations for a successor agreement, will endeavor to reach agreement on a successor contract on or before January 31, 2024. For purposes of this Agreement, the anniversary date shall be considered to be August 1st of each year, and any reference to a contract year shall be to the period from August 1 through July 31.

3. COMPENSATION:

- A. For the period from August 1, 2021 through July 31, 2022, the Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of [REDACTED] duties and responsibilities as Superintendent of Schools, the equivalent of an annual salary of two hundred twenty-four thousand dollars (\$224,000.00) prorated. The salary shall be payable in equal installments convenient to the parties, subject to any adjustments agreed upon by the Committee and the Superintendent or required by law.
- B. The annual compensation of the Superintendent shall be reviewed each year, not less than one hundred twenty (120) calendar days prior to the end of each contract year of this contract. Any increase of the Superintendent's salary shall result in the increase of said annual salary by a minimum of two percent (2%) guaranteed, and may result in a larger increase, at the School Committee's sole discretion, based upon the Superintendent's performance. No adjustment to salary shall be deemed to extend or reduce the term of this contract. Notwithstanding anything herein to the contrary, it is expressly agreed that no salary increase shall take effect prior to August 1, 2022.
- C. Annuity: In addition to Superintendent's regular compensation, the School Committee shall make monthly contributions in the amount of nine hundred sixteen dollars and sixty-seven cents (\$916.67) per month towards an annuity contract of the Superintendent's choosing so long as it is consistent with MGL. c. 71 section 37B and Section 403 (b) of the IRS Code. In the event that the

Superintendent leaves the District's employ at any time during a contract year, all payments under this section shall cease.

4. TERMINATION:

- A. The Committee may, by a vote of not less than five (5) members of the Committee, dismiss the Superintendent for cause at any time prior to the expiration date of this Agreement. Such cause shall consist of inefficiency, incapacity, conduct unbecoming a Superintendent of Schools, insubordination, or other good cause. A dismissal by the Committee pursuant to this paragraph shall sever any and all rights that the Superintendent shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.
- B. In the event that the Committee considers the termination of this contract pursuant to paragraph A above, the Committee shall give reasonable advance written notice and an opportunity to be heard to the Superintendent prior to any vote on the issue of termination. Said written notice shall be in sufficient detail to inform the Superintendent of the basis of any such termination. At any such meeting, the Superintendent shall have the right to be represented by counsel of ■ choosing and to present evidence on ■ own behalf.
- C. The Superintendent may appeal ■ dismissal for cause by the School Committee to final and binding arbitration through the American Arbitration Association by filing a demand for arbitration with the AAA within thirty (30) calendar days of the School Committee's vote. The arbitration process described herein shall be the Superintendent's exclusive remedy for any dismissal action. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal damages or compensatory damages other than back pay or benefits.
- D. In the event that the Superintendent desires to terminate this Agreement before ■ term of service has expired, ■ may do so, but only upon giving at least one hundred and twenty (120) calendar days written notice of ■ intention to the Committee, prior to leaving.

5. DUTIES:

- A. The Superintendent shall manage the system in a fashion consistent with state law and the policy determinations of the Committee. ■ shall fulfill all aspects of this contract. ■ shall faithfully, diligently, and competently perform ■ duties and responsibilities as Superintendent of Schools. ■ shall comply with the policies and procedures of the Committee, within the bounds of the Massachusetts General Laws.
- B. The Superintendent, as the Chief Executive Officer of the school district, is responsible for ensuring the proper implementation of federal and state law; Committee policy; Committee collective bargaining contracts and other employment contracts executed on behalf of the district; and for compliance with all other obligations of the district. To accomplish this, the Superintendent is hereby granted all authority granted to the Superintendent of Schools by federal or state law; the

Committee; and the Charter and/or By-laws of the Town of North Attleborough.

- C. The Superintendent and/or ■ designee shall have the right to attend all regular and special meetings of the School Committee and all sub-committee meetings thereof and shall serve as advisor to the School Committee and all such sub-committees and shall make recommendations on all matters involving the school district. The Superintendent shall be consulted and have the right to speak on all issues brought before the School Committee and shall have a seat at the School Committee table.
- D. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or be employed by the school district, consistent with state law and the school district's contractual obligations.
- E. 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. These duties and responsibilities shall be performed by the Superintendent and/or ■ designee under the Superintendent's direction, consistent with state law.
- F. The Superintendent shall have all authority vested in a Superintendent of Schools pursuant to the Massachusetts General Laws and nothing herein shall be interpreted so as to limit or restrict that authority.
- G. The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time other than or beyond the normal work day, including weekends, and ■ agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, including meetings of Town Boards and Committees. Because the Superintendent's workday and week is flexible and frequently extends beyond the regular or normal work hours of the Central Office, time off during the work day for personal reasons or business will be allowed without loss of pay or deduction from vacation or personal leave; further, there may be occasions when the Superintendent works at home or otherwise away from the office. In such cases, the Superintendent shall advise the office of ■ whereabouts and be available telephonically or electronically in such cases. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

6. CERTIFICATE:

Unless previously supplied and already on file, within thirty (30) days after the execution of this contract, the Superintendent shall furnish to the Committee, and ■ shall maintain throughout the term of this contract, a valid and appropriate certificate qualifying ■ to act as Superintendent of Schools in the Commonwealth, as required by M.G.L. c. 71, §38G, and/or by such other applicable statute or regulation.

7. OUTSIDE ACTIVITIES:

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature provided they do not interfere with the duties as Superintendent. The Superintendent is expected to keep the Committee fully apprised in advance of ■ planned activities in this regard on a monthly basis through communication with the Chair of the Committee. All consultative work shall be performed by Superintendent on vacation or personal time granted under this Agreement.

8. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT:

The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such way as ■ judgment best serves the school district, subject to the written policies of the Committee.

9. REIMBURSEMENT OF EXPENSES:

- A. Travel Allowance: The parties hereby agree and acknowledge that the Superintendent's salary provides sufficient sums for travel within the Commonwealth of Massachusetts, and for required out-of-state travel.
- B. Out-of-state Travel and Other Expenses: The Committee shall provide the Superintendent reimbursement for non-mandatory, out-of-state travel and expenses associated with in-state or out-of-state attendance at professional conferences or other necessary job-related functions up to \$3,500 annually. Additionally, the Committee shall reimburse the Superintendent for other expenses reasonably incurred in the performance of duties under this Agreement, provided however that all such expenses shall be subject to the prior written approval of the Chairperson of the Committee.
- C. Reimbursement Process: The Superintendent shall submit receipts or other appropriate documentation of all expenses for which reimbursement is sought to the Chairperson of the School Committee and shall be paid reimbursement within thirty (30) days of submitting said documentation.
- D. Professional Development: The Committee supports the efforts of the Superintendent to participate in educational programs designed to enhance the Superintendent's knowledge and skill bases in areas that directly benefit the North Attleborough School District. To that end, the Committee shall provide an annual sum of up to \$3,000.00 for reimbursement for the Superintendent's professional development. The Superintendent may utilize these funds to participate in classes, conferences, workshops, or other educational programs that are reasonably expected to provide a direct benefit to the District, provided that all such expenditures shall be subject to the prior written approval of the Chairperson of the Committee.

10. STATE RETIREMENT SYSTEM:

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c.32, §2.

11. FRINGE BENEFITS:

- A. Medical, Hospital and Life Insurance: The Superintendent shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the Town to other employees employed by the North Attleborough School District, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees.
- B. Sick Leave: The Superintendent shall receive twenty (20) days of paid sick leave per contract year, all of which shall vest on the first day of each contract year. The Superintendent may accumulate up to one hundred eighty (180) sick days. Sick leave shall be used for personal disability or illness, and a maximum of five (5) days per contract year may also be used in the event of disability or illness of the Superintendent's spouse, parent, or child, or of a person living in the Superintendent's household for the thirty days immediately preceding such leave. Notwithstanding any provision of this contract to the contrary, unused sick leave shall not be paid upon the termination of the Superintendent's service to the North Attleborough School District. Paid sick leave days shall not be counted against the Superintendent's unpaid Family and Medical Leave Act leave, if any, available under federal law.
- C. Bereavement Leave: The Superintendent may use a maximum of five (5) days paid bereavement leave in the event of the death of a spouse, parent, parent-in-law, sibling, sibling-in-law, child, or grandchild, or of a person living in the Superintendent's household for the thirty days immediately preceding such leave.
- D. Personal Leave: The Superintendent shall be entitled to three (3) paid personal days per fiscal year for personal emergencies, business, household, or family matters. The Superintendent's schedule must be flexible and shall require ■ attendance at numerous evening meetings; therefore, it is expected that that the Superintendent may structure ■ schedule so as to permit ■ to conduct some personal business during what would otherwise be work hours.
- E. Vacation Leave: The Superintendent shall be entitled to twenty-eight (28) days of paid vacation leave per contract year, which shall accrue, pro rata, on a one-twenty-sixth bi-weekly basis. The Superintendent will be allowed to access vacation before it has been accrued. If the Superintendent leaves the District's employ before vacation that has been advanced to ■ has been earned, the Superintendent agrees the District may deduct any yet unearned days from ■ final paycheck shall attempt to avoid conflicts between ■ vacation time and regularly scheduled School Committee meetings, town meetings or special town meetings. The Superintendent shall not utilize more than ten (10) consecutive vacation days without the prior written approval of the Chairperson of the Committee. No more than ten (10) such vacation days may be carried over by the Superintendent from any single year to the next, and it is expressly agreed that any and all vacation days above and beyond said ten (10) days remaining unused at the end of any contract year shall be deemed waived and forfeited. The Superintendent agrees to take at least twelve (12) of ■ annual twenty-eight (28) days of annual vacation on days when school is not in session.
- F. Holidays: In addition to vacation leave, the Superintendent shall be entitled to paid holiday leave for each day, or part thereof, recognized by the North Attleborough School Committee's school calendar as a legal holiday, and during which the schools are closed to students and faculty.
- G. Membership Dues: The Committee shall pay the annual dues for the Superintendent's membership in the American Association of School Administrators, the Massachusetts Association of School

Superintendent and the A.S.C.D.

12. EVALUATIONS:

The Committee shall evaluate and assess in writing the Superintendent's performance at least once each contract year during the term of this Agreement, using an evaluation instrument that is mutually agreeable to the Committee and the Superintendent, and consistent with Massachusetts Department of Elementary and Secondary Education Evaluation Regulations. Said evaluation instrument shall reflect the Superintendent's annual goals, which shall be determined by the School Committee only after consultation with the Superintendent. If the Superintendent's performance is found to be unsatisfactory, the Committee shall describe in writing the specific instances of unsatisfactory performance. The evaluation shall include recommendations for areas of improvement. The Superintendent shall have the right to make a written response to the evaluation. The Superintendent and the Chairperson of the School Committee shall meet not less than monthly for the purpose of general discussion and to maintain full and open communication. The Chairperson shall keep the Superintendent informed of any significant criticisms, complaints, suggestions, and commendations of the School Committee.

13. PERFORMANCE:

The Superintendent shall substantially fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Chairperson of the School Committee and the Superintendent in writing.

14. ENTIRE AGREEMENT:

This contract embodies the entire agreement between the School 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 by a writing signed by the party against whom enforcement thereof is sought.

15. INVALIDITY:

If any paragraph or part of this contract is invalid, it shall not affect the remainder of said contract, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on this 17th day of June 2021.

By: _____
[REDACTED], Superintendent of Schools

By: _____
[REDACTED] Chairperson
Authorized by Vote of the School
Committee Taken on June 3, 2021