

CONTRACT OF EMPLOYMENT

This contract made this _____ day of April, 2020 by and between the Peabody School Committee hereinafter referred to as the "Committee" and _____ hereinafter referred to as the "Superintendent".

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 the Superintendent 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, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

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

I. EMPLOYMENT

The "Committee" hereby agrees to employ the "Superintendent" as Superintendent of the Schools of the District for a three-year period to commence as of July 1, 2020 and, unless extended in writing, to end on June 30, 2023. The Committee shall notify the Superintendent on or before July 1, 2022 as to whether it wishes to commence negotiation on a successor agreement. The failure to notify the Superintendent shall not result in an extension and in the absence of a written extension; this agreement shall expire on June 30, 2023.

II. RESPONSIBILITIES/DUTIES

The administration of school policy set by the Committee pursuant to M.G.L. c. 71 §37, and 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, 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, 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 therefore, 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 him or by his staff under his direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment.
- 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 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.
- 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.
- F. 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.

III. EVALUATION

The Superintendent shall be evaluated on a schedule agreed upon by the parties as set out below. The evaluation shall be based on the Principles of Effective Administrative Leadership and Descriptors adopted in 2011 by the Massachusetts Board of Education, and any additional standards or goals mutually agreed upon. In the event the parties cannot agree on additional goals, the Committee reserves the right to unilaterally establish same provide they are consistent with law. All evaluations concluded after July 1, 2010 shall be accomplished consistent with the provisions of M.G.L., c.30A relative to the Open Meeting Law.

The Committee and Superintendent shall meet in September of each year to mutually determine and accept goals and standards to be reviewed, in addition to Board of Education Principles of Effective Administrative Leadership. On or before February 1 of each year thereafter the Superintendent shall provide to the Committee a progress report on such goals or standards.

On or before July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called meeting a written self-evaluation and report of his or her work over the past school year in relation to the Principles of Effective Administration and Leadership and any additional goals or standards mutually agreed upon by the parties. The evaluation report shall refer to previous year's work as having been "exceeded," "met," or as being "in progress" or "not met" towards such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action in support thereof.

The Committee shall review the Superintendent's self evaluation in a public session prior to the commencement of the next school year and shall "agree with" or "disagree with" the conclusions contained in the Superintendent's report. Where the Committee "disagrees" with the Superintendent's report, it shall reference specific events, facts or action in support of its conclusions.

The Committee chair shall, in consultation with the Superintendent, compile a final evaluation report containing the Superintendent's original report and a fair summary of the comments and conclusions of the Committee, which shall be placed in the Superintendent's personnel file. To the extent required by law, the evaluation shall be a public document.

IV. REGULAR 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 Superintendent's regular compensation shall include, in consideration for services provided:

A. SALARY:

The Committee shall provide the following salary as part of the Superintendent's compensation:

1. Initial or Base Salary

The Committee shall pay the Superintendent an annual salary of Two Hundred Thousand Dollars (\$200,000.00) for the 2020-2021 school year. In the 2021-2022 and the 2022-2023 school years, the Committee shall negotiate and pay the Superintendent an annual salary based on the outcome of his evaluation. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and shall be set by the Committee each year thereafter following the Committee's review of the Superintendent's performance as outlined in paragraph III above, and after discussion with the Superintendent in Executive Session.

2. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

3. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

B. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Medical/Related Insurances

a. Health

The Blue Cross Blue Shield Plan, HMO or other applicable Health Insurance Program available to employees of the Committee shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the District, including, but not limited to, premium payments on and during his/her retirement.

b. Dental Care

The Committee shall make available to the Superintendent a Dental Health Care Program available to all employees.

c. Vision

The Committee shall make available to the Superintendent a Vision Health Care Program available to all employees

d. Prescriptions

The Committee shall make available to the Superintendent a Prescription Health Care Program available to all employees

2. Sick Leave

The "Superintendent" shall be credited with 15 sick days annually commencing on the first day of this contract and on the first day of each fiscal year thereafter.

Unused sick leave may be accumulated from year to year up to 60 days. Upon employment the Superintendent will be credited with thirty (30) upfront.

3. Computer/PDA/Cell Phone

a. Computer

The Committee shall provide for the purchase of a computer to be selected by the Superintendent for him use in his place of residence. The Committee agrees to allocate up to \$1,500.00 for such purchase. The computer and any related equipment purchased shall be the property of the Committee.

b. PDA/Cell Phone

The Superintendent shall be provided a PDA/cell phone as provided to all school administrators, which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

C. VACATION

1. The "Superintendent" shall be entitled to twenty-five (25) paid vacation days annually. On each July 1 thereafter, the Superintendent shall be credited with the annual allotment of vacation days and may use same at his discretion.
2. The "Superintendent" may redeem unused vacation leave on an annual basis, not to exceed ten (10) days at the current per diem rate by notifying the Committee of his intent to do so on or before June 15 of each fiscal year.
3. All accumulated vacation time will be paid to the "Superintendent" (or his/her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.
4. The "Superintendent" shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other Committee employee.

D. PERSONAL DAYS

The Superintendent shall be entitled to three (3) personal days per year; unused personal days may not be carried over.

E. PROFESSIONAL DEVELOPMENT

The city will pay for the Superintendent Induction Program.

F. ANNUITY

The Superintendent shall receive an annuity of Five Thousand (\$5,000.00) Dollars per year.

V. EXPENSES

A. REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL

1. In District Travel. The Committee shall reimburse the Superintendent \$300.00 monthly as a reimbursement for expenses and travel within the District, payable without voucher.

2. Out of District Travel. Out of District travel expenses and reasonably necessary food and lodging shall be paid to the Superintendent in accordance with Paragraph B herein
3. Any other work-related expenses incurred by the Superintendent shall be reimbursed by the Committee upon submission of a written voucher for the same.

B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES

1. The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of three professional conferences and workshops (National AASA Conference and State M.A.S.S. Conference) in any school year upon submission of written voucher for the same up to One Thousand Five Hundred (\$1,500.00) Dollars per conference.
2. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:
 - (a) Massachusetts Association of School Superintendents
 - (b) A. A. S. A.
 - (c) A.S.C.D.
3. The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development.

VI. OTHER BENEFITS AVAILABLE TO DISTRICT PERSONNEL

- A. In addition to the compensation specified in paragraphs IV and V of this Agreement, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee including, but not limited to, vacation leaves, illness benefits and sick leaves; health, dental, disability, life and other forms of insurance protection; personal leaves; retirement programs; tax sheltered annuities; and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District employees, and without the necessity to comply with any length of service or collective bargaining unit membership conditions which might be applicable to such other employees.
- B. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or

emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

VII. DISCHARGE

Where good cause exists, the "Committee" may discharge the "Superintendent" upon a two-thirds vote of the entire Committee, thereby terminating this contract prior to the expiration date stated above, provided the "Superintendent" has been informed in writing of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the "Committee" prior to official action being taken. Said hearing shall be convened in Executive Session as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent are inextricably linked to performance. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) 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.

VIII. RESIGNATION

There shall be no penalty for release or resignation by the "Superintendent" from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon one hundred twenty (120) days notification from the Superintendent unless the "Committee" fixes a lesser period of time at which the resignation or release is to take effect.

IX. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

X. ARBITRATION

A. Scope of Controversy

Any controversy 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 shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. 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 M.G.L. c. 150C or if C. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

B. Arbitrator's Authority

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Article III. "D".

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/her position.

XI. INDEMNIFICATION

- A. 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. c. 258. The Superintendent shall comply with all obligations to assist in 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 day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$400.00, whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the

Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.

- C. This indemnification provision, Article XI, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

XII. 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 by a writing signed by the party against whom enforcement thereof is sought.

XIII. INVALIDITY

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 parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

Peabody School Committee Chair

Superintendent

As voted by the School Committee on April 21, 2020