

**SCITUATE PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
FOR SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT, made and entered into on this *12TH* day of *FEBRUARY*, 2015, by and between the **SCITUATE SCHOOL COMMITTEE** (hereinafter, the "Committee"), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and _____, (hereinafter, the "Superintendent" or "____") of Plymouth, Plymouth County, Massachusetts.

WITNESSETH:

WHEREAS, the Committee is authorized pursuant to Mass. G.L. c. 71, Section 59 to appoint a superintendent of schools and under Section 41 to award a contract to said superintendent which may provide for compensation, fringe benefits and working conditions; and,

WHEREAS, the Committee desires to employ the services of _____, as their Superintendent; and

WHEREAS, it is the desire of the Committee to describe and define the job duties and job responsibilities of the Superintendent, fix his salary, and provide for benefits and working conditions and,

WHEREAS, _____ represents that he is qualified and capable of performing the duties and responsibilities of said position;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Committee and _____ agree as follows:

Section 1 – Employment

The Committee hereby agrees to employ _____ as Superintendent of Schools and the Superintendent hereby accepts employment for the period commencing July 1, 2015 and terminating on June 30, 2018, subject to the terms and conditions hereinafter provided.

Section 2 – Term

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall commence on July 1, 2015 and end on June 30, 2018, unless sooner terminated in accordance with the provisions hereof.

It is expressly understood by the Parties that this Contract contains no rollover language, nor any notification requirement should the School Committee determine not to renew it or to otherwise negotiate any new contract with the Superintendent. This Contract shall expire on June 30, 2015, unless sooner terminated in accordance with the provisions hereof.

Section 3 - Duties and Responsibilities

A. Duties.

The Superintendent shall perform faithfully to the best of his ability and shall devote all his professional efforts and substantially all his working time and attention to serving as the superintendent of the schools of the Scituate School District. In that capacity, the Superintendent shall, to the best of his ability and in a professionally responsible manner, operate and manage the schools in the Scituate School District and supervise and direct all employees of the Scituate School District. The Superintendent shall perform all of his duties strictly in accordance with all lawful school policies set by the Committee and with the provisions of all applicable laws and regulations.

B. Administration and Supervision Of School District.

As provided in M.G.L. Chapter 71, Section 59 and as otherwise provided by law (and so long as not inconsistent with the role of the School Committee as set forth in M.G.L. Chapter 71, Section 37 and elsewhere), the Superintendent shall manage the school system in accordance with all state and federal laws and regulations, all lawful policy determinations of the School Committee and any contractual obligations of the Scituate School District. To the extent not inconsistent with the above, the Superintendent shall organize, reorganize and arrange the administrative and supervisory and teaching staff of the schools, administer curriculum and instruction and the business affairs of the schools, assume responsibility for selection, placement and transfer of personnel, assume responsibility for all matters relating to the supervision and oversight of staff, including but not limited to evaluation, hiring, discipline, discharge, and assignment of personnel, and conduct all hearings or meetings relevant thereto.

Section 4 - Hours of Work

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 beyond the normal work day and he 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. 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.

Section 5 – Certification/Licensure

The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate/license qualifying him to act as a Superintendent in the Commonwealth, as required by M.G.L. Chapter 71, Section 38G, and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary Education. The Superintendent agrees to advise the Committee immediately in the event that his license is revoked, suspended, or otherwise affected in any way.

Section 6 – Medical Examination

The Superintendent may be required to submit to a medical examination once each year during the life of this Contract, the cost of which shall be borne by the Committee, and shall file or cause to be filed with the Committee an appropriate physician's certification of his ability to fulfill the duties of the position of Superintendent of Schools. This provision may be waived by the Committee in its sole and absolute discretion

Section 7 – Compensation

A. Salary

Effective July 1, 2015, the Superintendent shall be paid a total annual salary of One Hundred Ninety-Two Thousand Eight Hundred and Fifty Dollars and No Cents (\$192,850.00), payable bi-weekly, in equal installments consistent with the normal payroll practices applicable to all employees of the Scituate Public Schools.

B. Salary Increases.

Effective July 1, 2016, the Superintendent will be eligible for an additional wage increase up to 3% based upon a review of his performance during the 2015-2016 contract year.

Effective July 1, 2017, the Superintendent will be eligible for an additional wage increase of up to 3% based upon a review of his performance during the 2016-2017 contract year.

The Committee shall review the Superintendent's salary annually in conjunction with a performance evaluation at the end of each Contract Year, and the Committee may, in its sole discretion, increase the Superintendent's salary for the following Contract Year as set forth above. The Superintendent's salary shall in no event be reduced at any time during the term of this Agreement. For purposes of this Agreement, the term "Contract Year" refers to July 1 through June 30 of each year of this Agreement.

C. Per Diem Rate

The Superintendent's per diem rate shall be calculated at a rate of 1/260th of his then current salary, as set forth above.

Section 8 – Fringe Benefits

The Superintendent shall be entitled to the following benefits for the term of this Contract:

A. Sick Leave

1. On July 1 of each year of this Agreement, the Superintendent shall be granted twenty (20) sick days for use during periods of his own sickness or injury. Unused sick days may accumulate from year to year without limit. However, all unused sick time remaining as of the time of contract termination or separation from employment shall be forfeited and is not subject to buy back under any circumstances. The Superintendent shall be notified in writing by October 1 of the total number of sick leave days accrued to that date.
2. The Superintendent shall provide the Chair of the Committee or his/her designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Committee may require.
3. The Committee may require, at any time during the duration of this Agreement, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written diagnosis, prognosis and/or statement of ability to return to duty by an appropriately licensed physician or other professional of the Committee's choice.
4. After utilization of all accrued sick leave for illness, the Superintendent may request, and the Committee may grant, an extension of leave, paid or unpaid, upon such terms as the Committee deems appropriate.

B. Vacation:

On July 1, the Superintendent shall be granted twenty-five (25) days vacation leave, to be prorated in the event this Contract and the Superintendent's employment terminates prior to the end of a fiscal year. Said vacation days must be used in the contract year granted or shall be forfeited with no cash redemption value. The Committee will provide the Superintendent with the opportunity to use such time. Use of said vacation days must be mutually agreed upon by the Superintendent and the Committee, acting by and through its Chair.

C. Personal Days:

Up to four (4) days of personal leave without loss of pay may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Written request to use such days must be submitted to the Chair of the Committee at least twenty-four hours in advance. Unused personal time may not be accumulated from contract year to contract year, shall be forfeited at the conclusion of each contract year and shall not be subject to buy back under any circumstances.

D. Holidays:

The Superintendent shall be entitled to all time off with pay for all legal holidays. These shall be New Year's Day; Dr. Martin Luther King, Jr.'s Birthday; Presidents' Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

E. Bereavement Leave:

In the event of death in his immediate family, the Superintendent shall be allowed up to five (5) calendar days of bereavement leave without loss of pay commencing with the day of death. For purposes of this provision, "immediate family" shall include: parents, spouse, children, grandchildren and any relative living in his household. Up to three (3) days of leave without loss of pay shall be allowed to attend the funeral or memorial services of other members of his family. For such leave without loss of pay, advance notice must be given the Chair of the Committee.

F. Insurance:

The Superintendent is entitled to all insurance benefits (medical, hospital, and life), at the same premium contribution rates, as are currently provided by the Town of Scituate to its employees. The Committee, on behalf of the Town, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract. The Superintendent agrees to accept any such changes which are made by the Town of Scituate.

If the Superintendent retires from the Scituate Public Schools he may participate in the Town of Scituate's health insurance plans to the same extent as other retirees of the Town.

G. Contributory Retirement Plan:

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

H. Professional Conferences, Dues and Expenses:

- a. The Committee shall reimburse the Superintendent for attendance, including travel, food, lodging and registration expenses of professional conferences and workshops in any school year, to the extent of the available appropriation therefor and subject to the prior approval of the Committee and the submission of a written voucher or receipt for the same.
- b. The Committee will pay up to a total of One Thousand Dollars (\$1,000.00) during the term of this Contract for dues and associated costs of membership with pertinent professional associations, to the extent of the available appropriation therefor and subject to the prior approval of the Committee and the submission of a written voucher or receipt for the same.
- c. If the Committee requires the Superintendent to take a course or attend a conference, workshop or seminar, the Committee will pay one hundred percent (100%) of the tuition or registration fees for said conference, workshop or seminar.
- d. The Committee agrees to pay the Superintendent's annual membership fee for the National Center for Educational Research and Technology up to a total cost per Contract Year of Six Thousand Two Hundred Fifty Dollars (\$6,250.00).

I. Technology:

The Committee shall provide the Superintendent with a lap top computer. The Committee shall provide the Superintendent with a cell phone and service for the term of this Agreement. The lap top and cell phone are considered property of the District and are provided to the Superintendent for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all such computer and cell phone equipment shall be returned to the Committee.

J. Reimbursement for Expenses:

The Superintendent will be reimbursed for the reasonable expenses incurred in the performance of his duties, to the extent of the available appropriation therefor, subject to the prior approval of the Committee and the submission of a written voucher or receipt for the same.

K. Other Activities:

The Superintendent may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, accepting compensation as he sees fit, as well as attend professional meetings, provided they do not derogate from his duties as Superintendent of Schools.

Section 9 – Performance and Relationship with the Committee

- A. The Superintendent shall fulfill all aspects of this Contract. Any exceptions thereto must be by mutual agreement between the Superintendent and the Committee in writing and subject to the Committee's prior approval or applicable policies regarding the same. The Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into educational policy. The Superintendent is fully responsible for implementing the policies so established subject to the direction of the Committee.
- B. The Superintendent must inform the Chair of the Committee of his intended use of vacation or sick time, professional duties requiring out of town travel and/or any other circumstances that would result in the Superintendent's absence. In the event of an absence of more than five (5) calendar days, the Committee may appoint an Acting Superintendent of Schools. The duration of any acting appointment shall be subject to applicable law and the policies of the School Committee.

Section 10 – Performance Evaluation

- A. The Committee shall annually evaluate the performance of the Superintendent in writing using the Standards and Indicators of Effective Superintendent Leadership developed by the Massachusetts Department of Elementary and Secondary Education, and an evaluation instrument and process that satisfies the provisions of M.G.L. c. 71, §38 and related state regulations, including but not limited to 603 CMR 35.01-35.11. The Committee and Superintendent shall meet on or before August 31 of each year of this Agreement to review the evaluation instrument and process. Prior to the beginning of each school year, the Committee and the Superintendent shall meet to establish performance goals and objectives for the coming school year.
- B. A copy of the annual evaluation will be included in the Superintendent's personnel file. The Superintendent may file a written response and attach the same to the evaluation in his file.
- C. Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent's performance at any time during the term of this Contract.
- D. Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof.

Section 11 – Termination of Contract by Superintendent

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least ninety (90) days notice of his intention to the Committee. In such event, a termination date shall be established by the Committee to correspond with the end of the academic year. In the event that such notice is given by the Superintendent, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The Superintendent acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Committee.

Section 12 – Discipline and Termination of Contract by Committee

The Superintendent shall be subject to dismissal and this Contract subject to termination for good cause. The decision to discharge the Superintendent and to terminate this contract shall be made by a majority vote of the full School Committee. Upon such a vote, the obligations of the Committee under this Contract shall cease and be determined as of end of business on the aforementioned termination date, excluding only the obligation to participate in the process established in this Section. The Superintendent shall have the right to service of a written notice of intent to dismiss, including an explanation of the grounds for such action in sufficient detail to permit him to respond, and documents relating to the grounds for the proposed dismissal, and shall be entitled to notice of the meeting where such vote will be taken and the opportunity to respond to the notice of intent to dismiss. The Superintendent may be represented by an attorney or other representative at such meeting.

Section 13 – Arbitration

A. Scope of Controversy

Any controversy or claim arising out of or relating to any term or condition of this Agreement or the breach thereof, including but not limited to any appeal by the Superintendent of any dismissal action by the School Committee, shall be settled and determined by arbitration through the American Arbitration Association (“AAA”) by the filing a demand for arbitration with the AAA within thirty (30) calendar days of the date the aggrieved party knew or should have known of the event or condition on which it is based. For appeals of a termination decision by the Committee filing shall occur within thirty (30) calendar days of the date of the Committee’s vote. This shall be the exclusive remedy available to the Parties for any alleged claim arising out of or relating to any term or condition of this Agreement or for any breach thereof. ~~The arbitration shall be conducted in accordance with the 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 M.G.L. c. 150C or if Chapter 150C is determined to be inapplicable, then pursuant to the provisions of Chapter 251 of the General Laws relative to arbitration of~~

commercial disputes. 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.

B. Arbitrator's Authority

The Parties agree to submit to subpoenas issued by the Arbitrator. Upon a finding that a term of this Agreement has been violated or that a dismissal action 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 or compensatory damages other than back pay or benefits. The Arbitrator shall not have the authority to award attorney's fees or interest.

Section 14 – Warranty Of Credentials

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Agreement and the Superintendent's employment.

Section 15 - State Ethics Laws

The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of his job duties and responsibilities.

Section 16 – CORI and Fingerprint Background Check

The Superintendent shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint background check, which in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement shall become null and void with no further obligations or recourse to the Parties.

Section 17 – Indemnification

~~The Committee agrees to provide indemnification and legal defense of the Superintendent in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the Superintendent shall cooperate with the Committee, its attorneys and agents in all matters relating to said claim.~~

Section 18 – Salary Deductions

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Superintendent and agreed upon by the parties or required by law.

Section 19 – 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. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

Section 20 – 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.

Section 21 – Law Governing

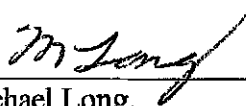
This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

Section 22 - Counterparts

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 12TH day of FEBRUARY in the year 2015.

SCITUATE SCHOOL COMMITTEE

By: 
Michael Long,
Its Chair
Duly Authorized