

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

THIS AGREEMENT, made and entered into on this 1st day of July, 2018, by and between the NEWBURYPORT SCHOOL COMMITTEE (hereinafter, the "Committee"), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and SEAN T. GALLAGHER, (hereinafter, the "Superintendent" or "Gallagher") of Essex, Essex County, Massachusetts.

WITNESSETH:

WHEREAS, the Committee is authorized, pursuant to Massachusetts General Laws Chapter 71, Section 41, to award a contract of employment to a Superintendent of Schools; and

WHEREAS, the Committee desires to employ the services of Gallagher as its 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 fringe benefits; and,

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

WHEREAS, said Gallagher desires to engage in full time employment as the Superintendent of the Newburyport Public Schools and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities;

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

SECTION 1: EMPLOYMENT

The Committee hereby agrees to extend the employment of Gallagher in the position of Superintendent for the Newburyport Public Schools and Gallagher hereby accepts such employment on the following terms and conditions.

SECTION 2: TERM OF EMPLOYMENT/APPOINTMENT

Notwithstanding the provisions of any other written or verbal agreements or understandings, the contemplated term of this Agreement and the Superintendent's appointment hereunder shall be for a three (3) year period of time commencing on July 1, 2018 and the termination of this contract is June 30, 2021, unless sooner terminated or extended in accordance with the provisions hereof.

By September 1st throughout the duration of the contract, the Committee agrees to provide written notification to the Superintendent in the event the Committee decides not to renew or terminate the contract.

SECTION 3: COMPENSATION

For the period commencing July 1, 2018 and ending on June 30, 2019, the Superintendent shall be paid a total salary of \$172,000 payable in equal installments during the period of his employment, at intervals consistent with the normal payroll practices applicable to all employees of the Newburyport Public Schools.

The Superintendent's per diem rate of pay is calculated at 1/260th of his annual salary.

The Superintendent will complete the following tasks during the first year of employment:

- Complete the Superintendent's Entry Plan
- Complete an assessment of Central Office organizational structure
- Develop community partners
- Develop a protocol for communication with the School Committee, school district and community

Following the Committee's agreement on the satisfactory completion of the above tasks, an increase in salary up to 3% will be negotiated.

The School Committee agrees that it will meet annually with the Superintendent, and not later than September 1st of each year of this Agreement, for purposes of reviewing the Superintendent's performance and salary. Any adjustment to the Superintendent's salary shall be at the sole discretion of the Committee. The Committee makes no representation that any increase in salary shall be granted during the term of this Agreement, or any extensions thereof. However, in no event, will the Superintendent's annual salary be reduced during the term of this Agreement, or any extensions thereof.

SECTION 4: JOB DUTIES AND JOB RESPONSIBILITIES

The Superintendent shall faithfully, diligently and competently perform the duties and responsibilities of Superintendent as provided by law, herein and as outlined by the Committee and shall serve as the Chief Executive Officer of the school system. He shall fulfill other general laws and regulations of the Commonwealth and all of the terms and conditions of this Agreement. He shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct. He shall from time to time recommend to the Committee policies, programs, rules and procedures deemed necessary for the efficient and excellent conduct of the school system, and shall generally perform all duties incident to the office of the Superintendent of Schools.

SECTION 5: WORK YEAR

The Superintendent shall be employed on a full-time basis during a twelve-month work year, beginning July 1 of each year of this Agreement. The Superintendent recognizes that the nature of his employment and the level of responsibility is such that his obligations hereunder are not determined by a prescribed number of hours and that he may be required to work at times other than normal work days, including-evenings and weekends, when necessary to effectively perform his job duties and responsibilities. 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 School Committee, including meetings of the City Council, municipal Boards and Committees.

The Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

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 6: RELATIONSHIP BETWEEN THE SCHOOL COMMITTEE AND THE SUPERINTENDENT

A. The Committee's sole official connection to the operations, conduct and achievements of the school system is through the Superintendent; therefore, communications between the Superintendent and the Committee on matters involving the school system shall be frequent and complete. All authority for staff and the daily operation of the school system rests with the Superintendent, and thus, accountability for staff and the daily operation of the school system rests with the Superintendent. To the extent practical and allowable by law, the Committee shall direct the Superintendent through written policies. Only decisions of the Committee acting as a whole are binding on the Superintendent. The Superintendent shall attend all Committee meetings unless excused by the Chairperson, serve as an ex-officio member of all subcommittees, and provide recommendations on each item of Committee business.

B. The School 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.

C. Any criticisms, complaints, and suggestions regarding the Superintendent, whether related to his performance or otherwise, that are called to the attention of the Committee or any individual member shall be referred, with reasonable promptness, to the Chair and Vice Chair of the Committee who will promptly forward to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall advise the Committee of the disposition of such matters.

D. The Superintendent must inform the Committee Chairman 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 from the District. In the event of an absence of more than five (5) calendar days, the Committee may appoint an Acting Superintendent. The duration of any acting appointment will be subject to applicable law and the policies of the School Committee.

SECTION 7: EVALUATION

A. The Committee shall evaluate the performance of the Superintendent annually using the Massachusetts Model System for Evaluation, including but not limited to: The DESE Model Rubric for Superintendents and the Implementation Guide for Superintendent Evaluation.

B. By July 31, 2018, the Superintendent and Committee shall meet and review the timelines and process for the 2018-2019 evaluation utilizing the suggested changes in the process and timelines for new superintendents set forth at Appendix H of the Implementation Guide for Superintendent Evaluation.

C. By July 31st of each contract year thereafter, the Superintendent and Committee shall meet and review the timelines and process for the upcoming year's evaluation to be completed by September 1st.

SECTION 8: FRINGE BENEFITS

A. Health, Dental and Disability Insurance

The Superintendent shall be eligible for group health, dental and disability insurance benefits to the same extent as other employees of the City of Newburyport in accordance with and subject to the provisions of Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage. The Superintendent shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the Town.

B. Life Insurance

The Superintendent shall be eligible for life insurance benefits to the same extent as other employees of the City of Newburyport in accordance with and subject to the provisions of Massachusetts General Laws Chapter 328 and/or any other limitations applicable to such coverage.

C. Retirement

To the extent permitted by governing laws and regulations, including but not limited to Massachusetts General Laws Chapter 32, the Superintendent shall be eligible to become a member of the Massachusetts Teachers' Retirement System.

D. Annuity

The Committee shall annually, pursuant to M.G.L. c. 71, §378, pay the sum of Four Thousand Dollars (\$4,000.00) to an investment of the Superintendent's choosing, authorized under section 403(b) of the Internal Revenue Code, for the benefit of the Superintendent; provided that the statutory authority remains in effect and the Superintendent chooses to retain the investment. The Superintendent may add his own contribution to the compensation paid by the Committee.

E. Professional Association and Fees

The Committee agrees to pay for the Superintendent's professional association dues for MASS and AASA, ASCD, MASPA, and Superintendent's Roundtable, up to an annual contract year limit of Five Thousand Dollars (\$5,000.00). For expenses in excess of this annual amount, the Superintendent must seek pre-approval from the School Committee. The Committee also agrees to cover costs for the Superintendent's participation in the New Superintendent's Mentoring Program.

F. Professional Development

The Superintendent may engage in professional programs, conferences, seminars, and mentorships for the purpose of professional growth and development as a Superintendent, provided such activities do not derogate from his duties and provided that prior notice of such activities is provided to the School Committee through the Chairman. The Committee shall reimburse the Superintendent for those pre-approved and reasonable costs incurred for attendance at state and national conferences, seminars, workshops or other meetings which are related to the work of the Superintendent in the system or which further the professional development or training of the Superintendent, up to the annual expense allowance set forth at Section G, below. In order to be eligible for such payment, participation in such professional development activity must be approved by the Committee prior to registration or attendance.

G. Tuition Reimbursement

The Committee will provide tuition reimbursement for graduate courses that improve the professional competence of the Superintendent subject to the following terms and conditions:

1. The course is approved in writing, in advance, by the Committee Chair or Vice Chair;

2. The total reimbursement for individual courses shall not exceed \$2,500/year
3. Requests for reimbursement shall be accompanied by evidence of payment and satisfactory completion of courses at an accredited institution of higher learning or approved national institute

H. Expense Allowance

The Superintendent shall receive an allowance of four thousand dollars (\$4,000.00) per contract year for expenses associated with out-of-district travel, professional development and other incidentals. Additionally, the Superintendent will receive a monthly stipend of \$100 to cover costs of in-district travel.

This expense allowance may be used for the following:

1. reimbursement for pre-approved and reasonable expenses for out-of- district travel related to professional activities undertaken pursuant to Section E, above;
2. pre-approved out-of-district travel related to his duties as Superintendent;
3. reimbursement for a major conference attendance, one national level conference, and the MASS annual conference.

Mileage reimbursement for out-of-district travel will be reimbursed at the standard rate for the school district.

SECTION 9: LEAVES OF ABSENCE

A. Sick Leave

On July 1 of each year of this Agreement, the Superintendent shall be granted fifteen (15) 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.

B. FMLA Leave

The Superintendent shall be entitled to leave under the federal law known as the Family and Medical Leave Act.

C. Personal Days

The Superintendent shall be allowed up to four (4) days of personal leave per contract year in order to attend to personal business that cannot otherwise be scheduled during non-work hours. These days shall not accumulate from year to year and shall have no cash redemption value if unused. In the event that this Contract is terminated prior to the conclusion of a contract year, personal days shall be pro-rated based upon that part of the year actually worked. Notification to the Chairman (or the Vice-Chairman) shall be made in advance of the use of such personal days, except in the case of emergency; in which case notification will be made as soon as possible.

D. Religious Leave

The Superintendent is entitled to leave with pay for the observation of religious holidays. A written request for observance of religious holidays must be made in advance of the leave. The request shall be forwarded to the Chairman (or the Vice-Chairman) of the Committee who may approve it on behalf of the full Committee.

E. Bereavement Leave

The Superintendent is entitled to up to five (5) days of bereavement leave in the case of the death of a spouse, child, person living in his household, parent or sibling. One (1) day shall be granted in the case of the death of a friend or more distant relative. Additional bereavement leave may be granted at the discretion of the Committee.

F. Vacation

On July 1 of each year of this Contract, the Superintendent shall be granted twenty-five (25) vacation days for use during that contract year, being July 1 to June 30. Vacation days may not accumulate beyond June 30th of any contract year, except to the extent of the carryover provisions set forth below:

1. A maximum of ten (10) vacation days granted for a particular contract year may be carried over and accumulate to a maximum of 30 days.
2. In June of each year of this Contract, if the Superintendent has unused vacation days remaining, he may request the Committee to buy back no more than seven (7) vacation days at his per diem rate, as defined at Section 3, above.
3. In the event that this Contract is terminated prior to the conclusion of a Contract year, vacation days shall be pro-rated based upon that part of the year actually worked.

G. Holidays

The Superintendent shall be entitled to all holidays as observed by the District.

SECTION 10: TECHNOLOGY/COMMUNICATIONS

During the life of this Agreement, the Committee shall provide the Superintendent with technical support services and equipment, in the form of District-owned PC or a laptop and printer to allow him to perform work at home as needed or warranted and at night or on weekends. The Committee may also provide ancillary equipment and services, including but not limited to, printers/scanner/fax and cell phone to assist the Superintendent in the performance of his duties. Such equipment shall be 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 equipment shall be returned to the Committee.

SECTION 11: PROFESSIONAL ACTIVITIES

The Superintendent's exclusive employer shall be the Newburyport School Committee and he shall not engage in any business activity during the term of this Agreement which interferes in any way with his ability to perform his functions as Superintendent, and he shall not engage in any such activity without prior approval from the School Committee.

The Superintendent may undertake and engage in consultative work, as well as speaking engagements, writing and lecturing, or other engagements of a professional nature, including the acceptance of honoraria, paid or unpaid, on behalf of outside individuals and/or concerns provided that they do not derogate from his performance of his duties and job responsibilities as Superintendent of Schools. The Superintendent is expected to keep the Committee fully apprised in advance of his planned activities in

this regard on a monthly basis through communication with the Chairman or Vice-Chairman of the Committee.

All consultative work shall be performed by Superintendent on vacation or personal time granted under this Agreement.

SECTION 12: CERTIFICATION

The Superintendent shall provide proof at the beginning of the term of this Agreement that he possesses a valid and appropriate certificate from the Commonwealth of Massachusetts qualifying him to serve as a Superintendent of Schools in Massachusetts, as required by Mass. G.L. c. 71, Section 38G. The Superintendent shall maintain such certificate throughout the term of this Agreement, and agrees to advise the Committee immediately in the event that his certificate is revoked, suspended, or otherwise affected in any way.

SECTION 13: STATE ETHICS AND LAWS

The Superintendent is expected to familiarize himself with all applicable ethics and relevant laws of the Commonwealth of Massachusetts and is expected to comply in all respects with the requirements of such laws during the term of this Agreement and in connection with the performance of his job duties and responsibilities. Without limitation, on or before July 01, 2018, the Superintendent shall produce a receipt from the Massachusetts State Ethics Commission reflecting his successful completion of all online training requirements and he shall comply with any and all training requirements imposed thereafter.

SECTION 14: CORI CHECK

Prior to the commencement of this Agreement, the Superintendent shall authorize the District to perform a so-called CORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, §38R. The Superintendent shall remain subject to such CORI and fingerprint criminal background checks throughout the term of this Contract as may be required by law or School Committee policy. To the extent that the Committee becomes aware of any information revealed by the CORI check and/or fingerprint criminal 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 15: INDEMNIFICATION

The Committee agrees to indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted by and subject to the provisions of Massachusetts General Laws Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or the Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Superintendent, provided that, upon cessation of the employment relationship if called to assist or cooperate with the District or Committee in their legal defense, the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his last effective per diem rate of pay. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of

this Agreement. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

SECTION 16: DISCIPLINE OR TERMINATION OF EMPLOYMENT AND AGREEMENT

1. By the Superintendent

This Agreement may be terminated by the Superintendent provided he gives written notice to the Committee not less than one hundred twenty (120) days before the effective date of such anticipated termination and the termination date corresponds with the end of the academic year in which notice is provided, unless otherwise agreed to by the Committee.

2. By the Committee

The Committee may suspend and/or otherwise discipline the Superintendent for good cause.

The Superintendent shall be subject to dismissal and this Agreement subject to termination for good cause with thirty (30) calendar days written notice and subject to the process set forth herein. For purposes of this Agreement, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

The decision to discharge the Superintendent and to terminate this Agreement shall be made by the School Committee by a majority vote of the full School Committee. Upon such a vote, the obligations of the Committee under this Contract shall cease, excluding only the obligation to participate in the process or review established in this Section 16. 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 his own expense, at any such meeting.

The Superintendent may appeal any dismissal action by the School Committee to final and binding arbitration through the American Arbitration Association (AAA) 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.

3. By Mutual Agreement

The Superintendent's employment and this Agreement may be terminated at any time by mutual consent of the Committee and the Superintendent.

SECTION 17: MODIFICATION

No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

SECTION 18: LAW GOVERNING

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts and applicable regulations.

SECTION 19: SEVERABILITY OF PROVISIONS

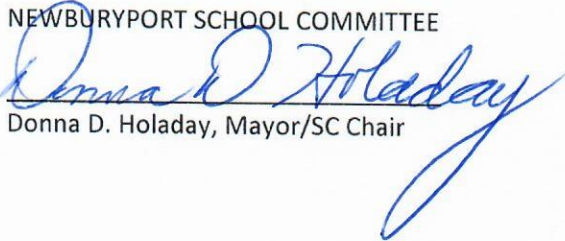
If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

SECTION 20: ENTIRE AGREEMENT

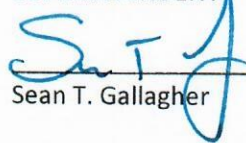
This Agreement embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed, except by a writing signed by the party against whom enforcement thereof is sought. No waiver on any occasion of any breach or violation of any term of this Agreement shall constitute a waiver of any such breach or violation on any subsequent occasion.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Agreement and a duplicate thereof on this 1st day of July, 2018.

NEWBURYPORT SCHOOL COMMITTEE


Donna D. Holaday, Mayor/SC Chair

SUPERINTENDENT


Sean T. Gallagher

4-24-18