

**AMESBURY PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT FOR
Director of Student Services**

THIS AGREEMENT, made and entered into the 1st day of July 2021, by and between the **AMESBURY SCHOOL DISTRICT** (hereinafter referred to as the “District”), Amesbury, Essex County, Massachusetts, acting by and through its Acting Superintendent, who acts hereunder in her official capacity only and without any personal liability to herself, and Lynn Catarius (hereinafter referred to as the “Catarius”), of Methuen, Massachusetts.

WITNESSETH:

WHEREAS, the Amesbury School District is authorized by Massachusetts General Laws Chapter 71, §41 to award a contract to a Director of Student Services ; and,

WHEREAS, the District desires to employ the service of said Lynn Catarius as Director of Student Services of the Amesbury School District; and,

WHEREAS, it is the desire of the District to describe and define the duties, benefits, and terms and conditions of employment for such position; and,

WHEREAS, Catarius represents that she is qualified and capable of performing the duties and responsibilities of such position; and,

WHEREAS, said Catarius desires to serve in full time employment as the Director of Student Services of the Amesbury School District and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities;

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

SECTION 1: EMPLOYMENT

The District hereby employs Lynn Catarius as Director of Student Services for the Amesbury School District and Catarius hereby accepts employment on the following terms and conditions:

SECTION 2: TERM

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of the Agreement shall commence on July 1, 2021 and end on June 30, 2024, unless sooner terminated in accordance with the provisions hereof.

SECTION 3: DUTIES AND RESPONSIBILITIES

Catarius shall be the educational administrator responsible for the coordination of all aspects of the role of Director of Student Services including but not limited to the delivery of programming for special education, English Language Learners, Nursing Services and for the oversight and management of special education grants

and other funding and subject to the supervision and direction of the Superintendent, or her designee. The Director of Student Services , subject to the supervision and direction of the Superintendent, shall diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of the Director of Student Services under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Amesbury School Committee, the directives of the Superintendent of Schools, and the provisions of this Contract. The Director of Student Services shall serve and perform such duties at such times and places and in such manner as the Superintendent may from time to time direct.

SECTION 4: CERTIFICATION/LICENSURE

Catarius shall furnish and maintain throughout the term of the Agreement a valid and appropriate certificate/license qualifying her to act as Director of Student Services of the Amesbury School District, as required by Massachusetts General Laws Chapter 71, section 38G and applicable rules and regulations of the Massachusetts Department of Elementary and Secondary Education.

SECTION 5: COMPENSATION

- A. Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of the Director of Student Services of the Amesbury School District as provided by law and herein, the District agrees to pay Catarius at the following annual rate of pay:
1. Effective July 1, 2021, an annual salary of \$128,000.00. For purposes of this Agreement, the contract year shall be the period commencing July 1 and ending June 30.
 2. The annual increase in salary of Catarius shall be negotiated with the Superintendent and contingent upon funding.
- B. Catarius's salary shall be paid in periodic installments in accordance with the policy of the Committee governing payment of other professional staff members, subject to such deductions for income taxes, retirement and other withholdings, as are authorized by the Parties or required by law.
- C. Catarius's per diem rate shall be calculated at a rate of 1/260th of her then current salary, as set forth above.

SECTION 6: WORK YEAR/HOURS OF WORK

The Director of Student Services shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Director of Student Services may have to expend additional time beyond the normal work day and she 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 Director of Student Services shall attend evening, emergency or such other meetings or conferences as requested by the School Committee and/or the Superintendent, including meetings of City 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 7: FRINGE BENEFITS

Catarius shall be entitled to the following benefits:

A. Annual Vacation:

On July 1 of each year of this Agreement, the Director of Student Services shall be granted twenty-five (25) days' vacation leave, exclusive of legal holidays, to be prorated in the event this Agreement terminates prior to the end of a fiscal year. Five (5) vacation days may be carried over from one year to the next; additionally, the Director of Student Services may request to buy back up to five (5) unused vacation days at the end of the fiscal year, provided sufficient funds remain available in the school district's budget. Requests to redeem vacation days under this provision must be submitted to the Superintendent in writing for approval by April 30th. Unused vacation days remaining as of June 30 which have not been approved for buy back or are not part of the five (5) days of rollover pursuant to the above provisions shall be forfeited.

B. Sick Leave:

Catarius shall be entitled to sick leave of 15 days annually. Sick time may be carried over from year to year up to a maximum of ninety (90) days. The Superintendent may require verification of any illness exceeding five (5) continuous working days by a physician of his/her choice. Upon the termination of this Agreement there shall be no compensation paid by the District for accrued, but unused sick time.

C. Bereavement Leave:

Catarius shall be allowed up to five (5) days of bereavement leave with pay upon the death of an immediate family member (spouse, child, parent, sibling). For other relatives, the leave would be restricted to up to three (3) days. For such leave without loss of pay, advance notice must be given to the Superintendent.

D. Personal Leave:

Three (3) days of personal leave 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 Superintendent 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 have no cash redemption value.

E. Insurance:

Catarius is eligible to participate in the same health and other insurance benefits offered to other employees of the District, subject to the terms and conditions of said coverage and at the same rate as provided for said employees. The District, on behalf of the City of Amesbury, reserves the right to change insurance benefits, including the provider, plan design and/or premium contribution rates during the term of this Agreement. Catarius agrees to accept any such changes which are made by the City of Amesbury.

F. Contributory Retirement Plan:

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

G. Reimbursement for Expenses:

Catarius shall be reimbursed for pre-approved educational expenses reasonably incurred in the performance of his/her duties in accordance with the laws of Massachusetts and the policies of the Amesbury School Committee up to the amount of \$2,500.00 yearly. These expenses will include travel, conferences, course reimbursement, and memberships.

H. Holidays:

Catarius shall receive the following paid holidays: New Year's Day; Martin Luther King, Jr Day; President's Day; Good Friday; Patriot's Day; Memorial Day; Fourth of July; One half day before Labor Day; Labor Day; Columbus Day; Veteran's Day; One half day before Thanksgiving Day; Thanksgiving Day; Friday following Thanksgiving Day; One half day before Christmas Day; Christmas Day; and One-half day before New Year's Day.

I. Reimbursement for Cell Phone:

Catarius shall be reimbursed \$50.00 a month for business use of a personal cell phone. This will be paid quarterly at the end of each fiscal quarter.

SECTION 8: EVALUATION

The Director of Student Services shall be evaluated by the Superintendent on an annual basis consistent with the purposes in 603 CMR 35.01(2) using the Massachusetts Model System for Evaluation for Administrators, including but not limited to the DESE Model contract language and rubric for School Level Administrators. Continued employment under this Agreement shall be subject to said performance evaluation. Inadequate performance can be grounds for termination of this Agreement.

Nothing contained herein shall limit the Superintendent from discussing and/or reviewing the Director of Student Services 's performance at any time during the term of this Agreement. Failure of the Superintendent for any reason to evaluate the Director of Student Services shall not be considered a material breach of this Contract.

SECTION 9: TERMINATION OF CONTRACT BY POSITION

In the event that Catarius desires to terminate the contract before the term of service shall have expired, she may do so by giving at least sixty (60) days' notice of her intention to the Superintendent. In such event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. Catarius acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

SECTION 10: DISMISSAL, DEMOTION OR SUSPENSION

This Contract and the continued employment of the Director of Student Services is subject to the provisions of M.G.L. c. 71, §§41, 42, and 42D, relative to suspension and dismissal, to the extent otherwise applicable. Budgetary reductions and/or a bona fide reorganization shall constitute good cause for termination under the provisions of the aforementioned statutes. In the event the Director of Student Services is not eligible for the protections of the aforementioned statutes, this Contract may be terminated without cause, provided the District pays all compensation due through the date of termination. In the event of termination of the Director of Student Services under this provision, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

SECTION 11: NOTIFICATION FOR SUCCESSOR AGREEMENT/NON-RENEWAL

Failure of the Superintendent to notify Catarius of the non-renewal of the Contract by April 30th prior to its expiration shall automatically renew the Contract for an additional one year period. If a timely notice of non-renewal is given to Catarius, the Contract will automatically terminate on June 30, 2024.

SECTION 12: INDEMNIFICATION

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

SECTION 13: WARRANTY OF CREDENTIALS

Catarius warrants the validity of the credentials and experience represented to the Superintendent in pursuit of this position, and any material misrepresentations made therein shall constitute grounds for the immediate dismissal of Catarius and the termination of this Agreement.

SECTION 14: STATE ETHICS LAWS

Catarius is expected to familiarize herself 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 her job duties and responsibilities.

SECTION 15: CORI AND FINGERPRINT BACKGROUND CHECK

Catarius 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 Superintendent becomes aware of any information revealed by the CORI and/or fingerprint background check, which in its sole discretion, renders Catarius unqualified or otherwise unfit for the position of Director of Student Services, then this Agreement shall become null and void with no further obligations or recourse to the Parties.

SECTION 16: 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 and agreed upon by the parties or required by law.

SECTION 17: PRO-RATING

All compensation and benefits herein shall be prorated for less than a full contract year's service. For purposes of this Agreement, the term "Contract Year" shall be defined as the period commencing July 1 and ending June 30.

SECTION 18: ENTIRE AGREEMENT

This Contract embodies the whole agreement between the District and Catarius 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 19: 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 20: LAW GOVERNING


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

SECTION 21: 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 undersigned have executed this the contract the day and year aforesaid.

AMESBURY SCHOOL DISTRICT

By: 
KASSANDRA GOVE
Mayor


LYNN CATARIUS
Director of Student Services


ELIZABETH MCANDREWS
Superintendent of Schools