

**SUPERINTENDENT OF SCHOOLS
CONTRACT FOR EMPLOYMENT**

THIS CONTRACT FOR EMPLOYMENT (this “Agreement”) is made and entered into on the date set forth below, by and between the **AMESBURY SCHOOL COMMITTEE** (hereinafter, the “Committee”), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and **ELIZABETH MCANDREWS** (hereinafter, the “Superintendent” or “Ms. McAndrews”) of Haverhill, Massachusetts.

WITNESSETH:

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

WHEREAS, the Committee desires to employ the services of Elizabeth McAndrews 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 her salary, and provide for benefits and working conditions; and,

WHEREAS, Ms. McAndrews represents that she 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 Ms. McAndrews agree as follows:

SECTION 1: EMPLOYMENT

The Committee hereby agrees to employ employee Elizabeth McAndrews as Superintendent of Schools and Ms. McAndrews hereby accepts employment for the period set forth herein, subject to the terms and conditions hereinafter provided.

SECTION 2: TERM OF EMPLOYMENT/APPOINTMENT

- A. Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement and Ms. McAndrews’s appointment hereunder shall be for a three (3) year period of time commencing on July 1, 2021 and terminating on June 30, 2024, unless sooner terminated in accordance with the provisions hereof. It is expressly acknowledged that Ms. McAndrews’s Employment Contract as Amesbury High School Principal dated October 30, 2019, will terminate effective 11:59 p.m. on June 30, 2021, and as of 12:00 a.m. on July 1, 2021 this Agreement shall control for the period of July 1, 2021 through June 30, 2024.

- B. It is expressly understood by the Parties that this Agreement contains no rollover language, nor any notification requirement should the Committee determine not to renew it or to otherwise negotiate any new contract with the Superintendent.
- C. Notwithstanding the above Section 2(B), as a courtesy, the Parties will notify one another no later than December 31, 2023 as to their intentions to commence negotiations for a successor agreement.
- D. Failure of the Committee to give notice under Section 2(C) shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this Agreement shall terminate, as herein before provided, on June 30, 2024 and as of such date the Superintendent's employment shall terminate.
- E. In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2024.
- F. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2024, and the Superintendent's employment shall terminate at such time, unless otherwise agreed upon in writing by the Parties hereto.
- E. For purposes of this Agreement, all references to the term "year" shall mean the fiscal year period of July 1 through June 30.

SECTION 3: COMPENSATION

A. Salary

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay:

1. Effective July 1, 2021, an annual salary of One Hundred Seventy Seven Dollars (\$177,000.00).
2. Effective July 1, 2022, the Superintendent's annual salary shall be increased by two percent (2%) to One Hundred Eighty Thousand Five Hundred Forty Dollars (\$180,540.00). In addition, the Superintendent will be eligible for an additional one percent (1%) wage increase if the Superintendent's End-of-Cycle Evaluation Report rates her overall performance as Proficient or above on all Standards, as determined in the sole discretion of the School Committee.
3. Effective July 1, 2023, the Superintendent's annual salary shall be increased by two percent (2%). In addition, the Superintendent will be eligible for an additional one percent (1%) wage increase if the Superintendent's End-of-Cycle Evaluation Report rates her overall performance as Proficient or above on all Standards, as determined in the sole discretion of the School Committee.

For purposes of determining the annual salary increase referenced at Sections 3(A)(2) and (3) above, the Committee agrees that it will meet with the Superintendent by June 30th, as set forth at Section 12 of this Agreement, for purposes of reviewing the Superintendent's performance and salary. In no event will the Superintendent's annual salary be reduced during the term of this Agreement.

The Superintendent'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.

B. Per Diem Rate

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

C. Tax Sheltered Annuities

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction.

SECTION 4: JOB DUTIES AND AUTHORITY

A. Duties

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

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 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 Amesbury 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 5: WORK YEAR AND AUTHORIZED LEAVES

A. Work Year

The Superintendent shall be employed on a full-time basis during a twelve-month work year.

B. Work Day/Hours

The Superintendent 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 Superintendent 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 Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, 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.

C. Holidays

The Superintendent shall be entitled to all official school calendar holidays.

D. Vacation

1. The Superintendent shall be entitled to twenty-five (25) days of vacation during each contract year (defined as the period of July 1 to June 30) of this Agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee.
2. The Superintendent shall be allowed to carryover up to five (5) days from any one (1) contract year to the next. Additionally, the Superintendent may request to sell back up to five (5) unused vacation days each contract year, provided sufficient funds remain available in the school district's budget. Requests to redeem vacation days under this provision must be submitted by the Superintendent in writing to the Committee for approval by April 30th. Any vacation time remaining at the end of the contract year that has not been carried over or redeemed pursuant to the provisions of this subsection shall be surrendered and shall have no cash redemption value.

3. In the event that this Agreement is terminated by either party prior to the conclusion of a contract year, vacation days shall be pro-rated based upon that part of the year actually worked through the contract termination date.

E. Sick Leave

The Superintendent may carryover to the start of this Agreement all unused sick time accrued in her prior employment with the District.

Effective July 1, 2021, the Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during the contract year. Sick leave may be accumulated up to a maximum of One Hundred Twenty-Five (125) days. 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 District, acting through the Committee Chairperson may require verification for any illness exceeding five (5) consecutive working days.

F. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of four (4) days per contract year for personal reasons. The Committee Chairperson shall be notified of all personal leave days in advance. Personal days may be taken in half day increments. Unused personal time shall be forfeited at the conclusion of the contract year, and shall not be subject to buy back under any circumstances.

G. Bereavement Leave

In the event of death in her immediate family, the Superintendent will be allowed up to five (5) consecutive days leave with pay for bereavement. The five (5) consecutive days are calendar days, which may include Saturday and Sunday. Notice will be provided to the Committee Chairperson.

H. Religious Days

Leave with pay shall be granted for the observance of Religious Holidays. Such leave shall not to be charged against personal or sick leave. Notice of the use of such leave will be provided to the Committee Chairperson.

SECTION 6: GROUP INSURANCE

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

SECTION 7: CONTRIBUTORY RETIREMENT PLAN

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.

SECTION 8: REIMBURSEMENTS FOR TRAVEL, EXPENSES, AND DUES

A. M.A.S.S. Superintendent Induction Program

The Superintendent shall enroll in the three-year induction program available through the Massachusetts Association of School Superintendents for new superintendents. The fee for such program shall be paid for by the Committee.

B. General Professional Development Activities

The Superintendent is encouraged to participate in conferences, programs, seminars, and courses sponsored by school committee and school administrator associations and/or public or private educational institutions. Such participation is intended to aid the Superintendent in her continued professional growth and development. The Committee will provide a reasonable amount of time for these activities, including attendance and/or presentations at professional meetings. The Superintendent is expected to keep the Committee fully apprised in advance of her planned activities in this regard on a monthly basis through communication with the Chair of the Committee. Such participation shall not interfere with the Superintendent's performance of her duties as Superintendent.

With prior approval, the Committee agrees to reimburse the Superintendent for professional development, professional association dues and other expenses (excluding commuting) reasonably incurred by the Superintendent in the normal performance of her duties and responsibilities under this contract, not to exceed an aggregate of Two Thousand Five Hundred Dollars (\$2,500.00) in any contract year. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences including, but not limited to, events, meetings, and conferences hosted, organized, or sponsored by the Massachusetts Association of School Superintendents, hereinafter referred to as the "Association," except that dues owed to the Association as a requirement of the Superintendent's membership shall be paid by the Committee. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

In the event that the Superintendent chooses to attend meetings, events, or conferences hosted, organized, or sponsored by the Association, such attendance shall be considered normal performance of duties and responsibilities under this Agreement and shall not require the use of any of the paid leave days provided to the Superintendent by Section 5 above.

SECTION 9: TECHNOLOGY

The Committee shall provide the Superintendent with a laptop computer. The Committee shall provide the Superintendent with a cell phone and service for the term of this Agreement. The laptop 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.

SECTION 10: CONSULTATIVE WORK

The Superintendent's exclusive employer shall be the Amesbury School Committee and she shall not engage in any business activity during the term of this Agreement which interferes in any way with her ability to perform her functions as Superintendent. 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 her performance of her duties and job responsibilities as Superintendent of Schools. The Superintendent is expected to keep the Committee fully apprised in advance of her planned activities in this regard on a monthly basis through communication with the Chair of the Committee.

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

SECTION 11: GOALS AND OBJECTIVES/PERFORMANCE EVALUATION

- A. The Committee and the Superintendent shall work cooperatively to create a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. The Committee retains the right to set and approve all goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation as described at subsection B and shall be considered an addendum to this contract.
- B. The Committee shall evaluate the performance of the Superintendent in writing using the following annual process:
 - i. **Rubric and Model Process:** The Parties agree to use the so-called Pilot Rubric (ie, the Indicator Rubric for Superintendents developed by DESE) and the Model Process described in the MASC publication *Evaluating the Superintendent: An Explanation and Guide to a Meaningful and Manageable Evaluation Process*, a copy of which is attached hereto as Appendix A, with the timeline set forth herein.
 - ii. **Self Assessment:**
 - a. The Superintendent will prepare and submit to the Committee a Self Assessment by July 30th.

- b. The School Committee will review the Self Assessment and provide feedback to the Superintendent by August 15th.
 - iii. Goal Setting and Plan Development: The Committee will finalize the Superintendent's goals and focus indicators for the upcoming School Year by August 30th.
 - iv. Formative Assessment: The Committee will provide the Superintendent with an assessment of her progress towards her goals and focus indicators by December 31st.
 - v. Summative Evaluation: The Committee will provide the Superintendent with an end of cycle evaluation by June 1st.
- C. The Committee will publicly discuss and review the Superintendent's job performance via the Summative Evaluation referenced above.
 - D. A copy of the Summative 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 her file.
 - E. 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.
 - F. Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof.

SECTION 12: TERMINATION OF CONTRACT BY THE SUPERINTENDENT

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of ninety (90) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee, with electronic copies sent via email to the rest of the Committee members. The Superintendent may request, and the Committee may consider termination on less than ninety (90) days' notice, with the understanding that certain conditions will apply, including the loss of some benefits, including vacation buyout. The termination date shall correspond with the end of the academic year, except as otherwise agreed to by the Committee.

SECTION 13: TERMINATION OF CONTRACT BY COMMITTEE

The Superintendent shall be subject to dismissal and this Agreement subject to termination for good cause by a majority vote of the School Committee. 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.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, fifteen (15) calendar days' notice of the time and place of a hearing thereon, and a hearing before the Committee, which hearing shall be open to the public if the Superintendent so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at her own expense.

The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the Committee's vote. This shall be the exclusive remedy available to the Parties. 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. Chapter 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. In a challenge to a discharge of the Superintendent, the arbitrator may award appropriate back pay 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: MEDICAL EXAMINATION

The Superintendent may be required to submit to a medical examination once each year during the life of this Agreement, 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 her 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 15: CERTIFICATION

The Superintendent shall provide proof at the beginning of the term of this Agreement that she possesses a valid and appropriate certificate from the Commonwealth of Massachusetts qualifying her to serve as a Superintendent of Schools in Massachusetts, as required by M.G.L. Chapter 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 her certificate is revoked, suspended, or otherwise affected in any way.

SECTION 16: 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 17: STATE ETHICS LAWS

The Superintendent is expected to familiarize herself with all applicable ethics 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 her respective job duties and responsibilities. Without limitation, on or before July 01, 2021, the Superintendent shall produce a receipt from the Massachusetts State Ethics Commission reflecting her successful completion of all online training requirements.

SECTION 18: 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. Chapter 71, Section 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, which shall not be arbitrarily, capriciously or unreasonably exercised, 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 19: INDEMNIFICATION

The Committee agrees to indemnify the Superintendent when she is acting within the scope of her official duties to the extent permitted 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 her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of this Agreement.

SECTION 20: 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 21: PRO-RATING

All compensation and benefits herein shall be pro-rated 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 22: ENTIRE AGREEMENT

This Agreement embodies the entire 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 23: 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 24: LAW GOVERNING

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

SECTION 25: EFFECTIVE DATE AND COUNTERPARTS

This Agreement shall become effective when executed by all Parties and may be executed in two (2) counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument. Any proof of this Agreement shall require production of only one such counterpart duly executed by the Party to be charged therewith. The Parties agree that electronic signatures and/or signatures by fax and/or scanned and sent via email are acceptable as originals.

IN WITNESS THEREOF, the Parties have placed their hand and seal to this **AGREEMENT** as of the last date of execution written below.

AMESBURY SCHOOL COMMITTEE

SUPERINTENDENT

By: 
Mayor Cassandra Gove


ELIZABETH MCANDREWS

Date: 7/14/21

Date: July 22, 2021

