

WESTFORD PUBLIC SCHOOLS
Westford, Ma 01886

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made by and between the Westford School Committee, hereinafter referred to as the "Committee", and **Everett V. Olsen, Jr.**, hereinafter referred to as the "Superintendent."

In consideration of the promises herein contained, the parties hereto agree as follows:

ARTICLE I – PREAMBLE

- 1.1 The Committee hereby employs **Everett V. Olsen, Jr.**, to serve as the Superintendent of the Westford Public Schools in the Town of Westford, Massachusetts, for the period of time, compensation and other conditions of employment hereinafter stated.

- 1.2 The Superintendent agrees to abide by and enforce all the policies, rules, regulations, and position characteristics as determined by the School Committee as well as to all of the provisions of State and Federal laws relating to education, the schools and the legal functions and responsibilities by the laws of the Commonwealth of Massachusetts and in conformity with the Rules and Regulations adopted by the School Committee for the governance of the school system.

ARTICLE II – CONDITIONS OF EMPLOYMENT

- 2.1 Length of Contract - The Superintendent shall be employed from **July 1, 2016 to June 30, 2020**. The contract year, after the initial date of employment, shall be July 1 to June 30 of each year.

- 2.2 Renewal or Extension of Contract - The Committee shall annually review the salary and retains the right to adjust the annual salary of the Superintendent during the term of this contract, said salary adjustment not to reduce the annual salary below the figures contained within. Any adjustment in the salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract. It is provided, however, that by so doing, it shall not be considered that the Committee has entered into a new contract with the Superintendent nor the termination date of the existing contract has been extended.

- 2.3 Termination by the Superintendent - In the event the Superintendent elects to terminate this contract prior to its expiration, he will provide a minimum of ninety (90) days notice of termination unless another arrangement is agreed upon between the Superintendent and the Committee.

- 2.4 Termination by the Committee - Where good cause exists, the Committee may discharge the Superintendent upon a two-thirds vote of the full Committee, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for his/her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing may be convened in Executive Session, as permissible by law. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. Unless the parties agree on a longer period, the Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.

In the event of such termination, the Superintendent will continue to receive the compensation specific in this agreement until one year after the termination or until he has begun employment elsewhere, whichever occurs first, except as specified below.

The Superintendent shall not be eligible for continuing compensation if the termination is due to incompetency, illegal conduct, immoral conduct, or other conduct unbecoming a superintendent as determined by the School Committee.

ARTICLE III - COMPENSATION

- 3.1 Compensation - **For the period of July 1, 2016 through June 30, 2017**, compensation will be paid bi-weekly annualized at the rate of **\$190,058**. Compensation for any subsequent years will be for an annual period of July 1 to June 30. In the event of death of the Superintendent during the term of this contract, the Committee shall pay to his estate the compensation which would have been payable to him up to the end of the month in which his death occurs.

- 3.2 Travel & Conference Allowance - The Superintendent may attend appropriate meetings and conferences at the Local, State, and/or National level at the school system's expense. Should the travel or conference event exceed **\$1,000**, prior approval by the School Committee is required.

The Superintendent shall be paid a travel allowance of **three hundred dollars (\$300) per month** for twelve (12) months. Additionally, the Committee shall pay the Superintendent's dues in the Massachusetts and National Superintendent's Associations and other professional organizations as appropriate.

- 3.3 Insurance - The Superintendent shall be entitled to medical, dental and life insurance benefits generally available to Town employees, on such terms and conditions as are generally applicable for other Town employees. The School Committee will provide the Superintendent an annual payment up to **\$4,000** to reimburse him for money actually spent by him during that year for the purchase of life insurance and long term disability insurance. Should coverage be denied for either insurance, the balance shall be paid out in a lump sum payment.

- 3.4 Retirement – Upon retirement, the Superintendent will be paid a sum which will accumulate at **the rate of \$3,000 per year of service as Superintendent, up to a maximum of \$42,000**. Such payment will also be made upon the Superintendents’ resignation or termination. The Superintendent shall be a member of the Massachusetts Teachers Retirement System.

ARTICLE IV – VACATIONS & LEAVES

- 4.1 Vacation - The Superintendent shall receive **twenty-five (25) working days as vacation** per contract year, exclusive of legal holidays, credited on his initial date of employment and then again on each anniversary of his employment, A maximum of fifteen (15) unused vacations days may be carried from one contract year to the next provided that the total number of vacation days does not exceed forty (40). The Superintendent will notify the Chairman of the School Committee, or designee, of intended plans for vacation time. Such vacation time shall not interfere with the normal operations of the school.

- 4.2 Holidays – The Superintendent shall receive the following holidays with pay provided they fall on Monday through Friday and provided that they fall on a day that the school offices would normally be opened:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriot Day	Thanksgiving
Good Friday (If school is not in session)	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

If a paid holiday falls during the Superintendent's scheduled vacation, that day shall be considered a paid holiday and not a vacation day.

- 4.3 Sick Leave - Sick leave shall accrue at the rate of fifteen **(15) days** per year up to an accumulated total of 150 days. Up to five (5) days of sick leave per year may be used for family related emergencies involving the Superintendent's mother, father, husband, wife, children and any person when the care of such persons is the primary responsibility of the Superintendent.
- 4.4 Personal Leave – The Superintendent will be allowed, on a non-cumulative basis, **two (2) days** of paid personal leave and **one (1) additional day** per year for the celebration of a holiday of substantial significance in his/her religion.
- 4.5 Bereavement - In the event of the death of the Superintendent's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, or any relative who resides with the Superintendent a maximum of **five (5)** regularly scheduled school days for funeral and bereavement leave shall be given without loss of regular pay and with no accumulation. In the event of the death of a close

relative who does not reside with the Superintendent, the day of the funeral service will be allowed for the purpose of attending such services without loss of the regular day's pay and with no accumulation.

ARTICLE V – CONSULTATIVE WORK

- 5.1 The Superintendent may, with prior approval of the School Committee, accept speaking, lecturing, teaching or other professional engagements outside the School District.

ARTICLE VI – POSITION RESPONSIBILITIES

- 6.1 Work Year - The Superintendent's work year shall be twelve (12) months.
- 6.2 Certification - The Superintendent shall furnish and maintain throughout the term of the contract a valid and appropriate certificate qualifying him/her to act as a Superintendent of Schools in the Commonwealth, as required by Massachusetts General Laws, Chapter 71, Section 38G.
- 6.3 Duties and Responsibilities - The Superintendent shall manage the Westford Public School System in a manner consistent with state law and School Committee policy and shall perform faithfully, competently and on a full-time basis the duties of the Superintendent of Schools, including his/her obligations under this contract.
- 6.4 Evaluation - The Committee will evaluate the Superintendent's performance based on the current Massachusetts Model System for Educator Evaluation, as established by the Massachusetts Department of Elementary and Secondary Education.

ARTICLE VII - RESOLUTION OF DISPUTES

Any disputes as to the meaning, application or interpretation of the provisions of the Agreement will be resolved through binding arbitration and shall not be subject to litigation in court. If the parties are unable to agree on an arbitrator, or on the procedures to be followed, the dispute will be processed through the American Arbitration Association pursuant to the Association's Employment Dispute Resolution Rules.

ARTICLE VIII- 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. No incorporation by reference is made to any policy manual or collective bargaining agreement. The Contract may not be changed except by a writing signed by all parties.

ARTICLE IX – SEVERABILITY & SAVINGS

If any paragraph or part of this contract is invalid, such invalidity shall not affect the remainder of said contract, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties having hereto set their hands to this Agreement in duplication this ____ day of _____ in the year 2016.

Arthur Benoit
School Committee Chair

Everett V. Olsen, Jr
Superintendent of Schools