

CONTRACT OF EMPLOYMENT FOR  
SUPERINTENDENT OF SCHOOLS

This Contract of Employment (hereinafter "the Agreement") is made this 9<sup>th</sup> day of December 2014 between the School Committee for the Town of Mansfield, (hereinafter referred to as "the Committee"), and Mr. Zeffro Gianetti, (hereinafter referred to as "the Superintendent" or "Mr. Gianetti"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. EMPLOYMENT

The Committee hereby employs Mr. Gianetti in the position of Superintendent for the Mansfield Public Schools and Mr. Gianetti hereby accepts such employment on the following terms and conditions:

2. TERM

This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless otherwise terminated sooner by either party pursuant to this Agreement. The Committee agrees that it shall notify the Superintendent no later than September 30, 2017 of its intention to either renew, or to not renew, this Agreement.

3. COMPENSATION

For the period of July 1, 2015 through June 30, 2016, the Superintendent shall be paid a salary of one hundred sixty thousand dollars (\$160,000.00). Such salary is subject to lawful deductions and is to be paid in equal installments, according to the practice of the Town of Mansfield and the Mansfield Public Schools. On or

about May 1<sup>st</sup> of each year of this contract, the Committee agrees to meet with the Superintendent of Schools to discuss salary, benefits and compensation for successor years of the agreement.

At no time during the term of this contract or any extension thereof shall the Superintendent's salary, benefits or compensation be reduced.

4. WORK YEAR AND WORK DAY

The work year shall consist of the calendar year. The Superintendent shall be entitled to time off with pay on the following holidays:

- |                        |                        |
|------------------------|------------------------|
| Independence Day       | Christmas              |
| Labor Day              | New Year's Day         |
| Columbus Day           | Martin Luther King Day |
| Veterans' Day          | Presidents' Holiday    |
| Thanksgiving Day       | Patriot's Day          |
| Day after Thanksgiving | Memorial Day           |

The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of his position, including attendance at evening meetings and school-related functions which 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.

5. DUTIES OF SUPERINTENDENT

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 of the school system.

The Superintendent shall follow other general laws and regulations of the

Commonwealth and all of the terms and conditions of this Agreement. The Superintendent shall comply with the lawful policies and procedures of the Committee and shall serve and perform such duties of the position of the Superintendent of Schools at such time and places and in such manner as the Committee may from time to time direct.

6. TERMINATION OF EMPLOYMENT CONTRACT BY THE SUPERINTENDENT

The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving one hundred twenty (120) calendar days' notice in writing to the Committee prior to the desired termination date. Said notice shall be sent to the Committee by certified mail, return receipt requested, addressed to the residence of the Chairperson of the Committee at the time said notice is sent. Both parties to this Agreement may, by mutual agreement, agree to notice of less than one hundred twenty (120) calendar days if requested by the Superintendent.

7. TERMINATION OF EMPLOYMENT CONTRACT BY THE COMMITTEE

The School Committee may dismiss the superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, moral misconduct, or other good cause. Such dismissal shall require a majority vote of the Committee members. "Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. A dismissal by the Committee shall sever any and all rights

that the Superintendent shall have under this Agreement (except payment for accumulated but unused vacation days) for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.

8. PROFESSIONAL ACTIVITIES

The Superintendent may undertake, and engage in speaking, writing, lecturing, consultative work or academic teaching assignments for which outside compensation is received; provided, however, that such activities do not in any manner interfere with the performance of the Superintendent's duties under this agreement, violate any of the provisions of Mass. Gen. L. Chapter 268A or give the appearance of a conflict of interest. The Superintendent shall provide prior notice to the Chairman of the Committee before engaging in any such activity.

9. LICENSURE

The Superintendent shall furnish suitable evidence of an appropriate licensure qualifying him to act as Superintendent as required by Mass. Gen. L. Chapter 71, Section 38G and further agrees to maintain said licensure in good standing throughout the term of this Agreement.

10. REIMBURSEMENT FOR PROFESSIONAL ACTIVITIES

a. The Committee agrees to reimburse the Superintendent for reasonable professional activities, including State and National conventions, in an amount up to two thousand five hundred dollars (\$2,500.00) per contract year, subject to the Committee's adopted and approved budget. The Superintendent shall provide a detailed report to the Committee on such activities.

b. The Committee shall reimburse the superintendent for costs of annual membership in MASS.

11. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers Retirement system.

12. FRINGE BENEFITS.

(a) Vacation. The Superintendent shall be entitled to twenty-five (25) days of vacation per year with pay. Up to ten (10) days of unused vacation may be carried over from one year to the next; however, at no time may the Superintendent have a balance of unused vacation days which exceeds thirty-five (35).

(b) Tax-Sheltered Annuities. The Superintendent shall have the opportunity to participate in a tax-sheltered annuity program to the same extent it is offered to other professional employees of the Mansfield Public Schools.

(c) Health Insurance. The Superintendent shall be entitled to participate in the health insurance program as offered to other professional employees of the Mansfield Public Schools.

(d) Sick Leave. As of the commencement date of this contract, the Superintendent shall be credited with all earned unused paid sick days from any positions the Superintendent has held with the Mansfield Public Schools. In addition, the Superintendent shall be awarded twenty (20) days of sick leave with pay per year for work days missed due to personal illness or injury. Sick leave may be accumulated from year-to-year to a maximum of seventy-five (75) days.

(e) Personal Leave. The Superintendent shall be allowed three (3) days of personal leave with pay each contract year for absences necessitated by pressing personal business. Personal days shall not accumulate from year to year.

(f) Bereavement Leave. The Superintendent shall be allowed five (5) days of leave with pay for absences on workdays at the time of the death/funeral of his spouse, parent, sister, brother, child, mother-in-law or father-in-law.

(g) Jury Duty. The Committee shall pay the Superintendent the difference in pay between his regular daily salary and the amount the Superintendent receives for jury service upon presentation of appropriate documentation from the court and/or the Jury Commission indicating the days served on jury duty and the amount received for such service.

(h) Business Expenses. The Committee shall reimburse the Superintendent two thousand four hundred dollars (\$2,400.00) annually in equal monthly installments, as an allowance for in-state and out-of-state mileage expenses. The Superintendent shall not be required to submit vouchers for mileage expenses.

(i) Disability Insurance. The School Committee shall annually contribute two thousand dollars (\$2,000.00) toward the purchase of a disability income insurance policy identified by the Superintendent.

13. PERFORMANCE

The parties each agree to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written agreement between the Superintendent and the Committee.

14. EVALUATION

(a) The Committee will evaluate the Superintendent's performance as Superintendent of Schools annually consistent with the requirements for evaluating superintendents promulgated by the Department of Elementary and Secondary Education, including following the five-step cycle for the evaluation of superintendents. Upon completion of the evaluation process, the Superintendent's written evaluation shall be signed by the Chair of the Committee and the Superintendent and shall be placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

(b) Any criticisms, complaints, and suggestions called to the attention of the Committee shall be discreetly referred to the Superintendent in writing within a reasonable period of time 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.

15. 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.

16. ARBITRATIONa. Scope of Controversy

Any controversy or claim relating to any term or condition of this agreement or breach thereof shall be settled and determined by arbitration. The parties agree that they shall utilize the American Arbitration Association for such arbitration, which shall be carried out pursuant to the rules of AAA pertaining to arbitration of disputes under individual employment contracts.

b. Arbitrator's Authority

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but not reinstatement.

17. INDEMNIFICATION

a. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of and in accordance with the terms of MGL c. 258. The Superintendent agrees to promptly notify the School District of any such claim and to cooperate fully with counsel designated by the School District to handle such claim. The School District may obtain insurance to cover its obligations hereunder as it deems appropriate. This section shall survive the termination of this Agreement.

18. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into



by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.

19. INVALIDITY


If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

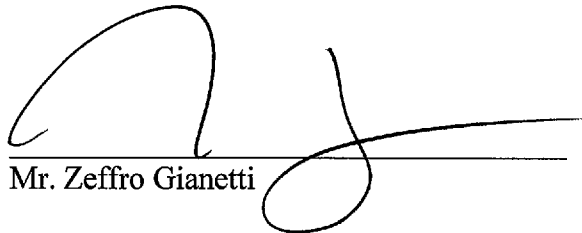
20. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

21. This Agreement supersedes any prior agreements between the parties and upon execution hereof any prior agreement shall be null and void.

*IN WITNESS WHEREOF*, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 9 day of December in the year 2014.

Town of Mansfield School Committee

By:   
Michael Trowbridge,  
Chairman

  
Mr. Zeffro Gianetti