

EMPLOYMENT CONTRACT

AGREEMENT made this 25th day of June, 2003 between the Reading School Committee, hereinafter referred to as the "Committee", and Mr. Patrick J. Schettini, Jr., hereinafter referred to as the "Superintendent".

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. EMPLOYMENT: The Committee hereby employs Mr. Schettini as Superintendent of the Public Schools of Reading and Mr. Schettini hereby accepts employment as Superintendent of the Public Schools of Reading, subject to the terms and conditions hereinafter provided.

2. TERM:

This Agreement shall commence July 21, 2003 and shall end June 30, 2006, except as hereinafter provided.

The Committee, on or before June 30, 2005, shall notify the Superintendent, in writing, as to whether it desires to extend said Agreement for a specified length of time beyond the expiration date of June 30, 2006. In the event the Committee fails to so notify the Superintendent on or before June 30, 2005, this Agreement will be extended one additional year until June 30, 2007, at which time this Agreement, and the Superintendent's employment shall end, unless otherwise agreed in writing.

In the event the Committee notifies the Superintendent on or before June 30, 2005 that it does not wish to extend this Agreement beyond the expiration date of June 30, 2006, the Agreement and the Superintendent's employment shall end June 30, 2006.

In the event the Committee notifies the Superintendent that it wishes to extend the Agreement beyond the expiration date of June 30, 2006, the parties shall meet to discuss the terms of the extension. If the parties cannot then reach agreement, in writing, on or before October 1, 2005, this Agreement and Mr. Schettini's term of employment will automatically terminate on June 30, 2006.

3. COMPENSATION:

A. The Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of his duties and responsibilities, as provided herein, and the statutes and regulations of the Commonwealth, at the following annual rate of pay:

	<u>Pay Period</u>	<u>Salary</u>
(1)	7/21/2003 - 6/30/2004	The annual salary for the first contract year is \$135,000. That figure is based on a start date of July 1. It is contemplated that the Superintendent will begin his employment on July 21, 2003. Therefore, the annual salary will be prorated to an amount of \$127,731.00 in the first contract year to reflect the delayed start date. In the event the start date is later than July 21, 2003, the rate of \$127,731.00 shall be reduced by the appropriate per diem rate.
(2)	7/1/2004 - 6/30/2005	Subject to negotiations, which shall commence on or before 4/1/2004.
(3)	7/1/2005 - 6/30/2006	Subject to negotiations, which shall commence on or before 4/1/2005.

B. The compensation shall be payable in equal installments in accordance with the policy of the Committee governing payment of professional staff members of the Reading Public Schools.

C. The salary paid to the Superintendent under 3 A in each contract year of this Agreement including, if applicable, the automatic extension period referenced in Section 2 shall be no less than the previous contract year's annual salary amount under Section 3A.

D. The Committee may also provide to the Superintendent for each contract year of this Agreement a merit payment paid on the last pay period of each fiscal year predicated on performance as judged by the Committee (not added to base).

4. DUTIES AND RESPONSIBILITIES:

The Superintendent shall manage the system in a fashion consistent with state law and the policy determinations of the Committee (see for example, M.G.L. Chapter 71, §59 and related provisions). He shall fulfill all aspects of this Agreement. He shall faithfully, diligently, and competently perform his duties and responsibilities as provided herein and the statutes and regulations of the Commonwealth. He shall comply with the policies and procedures of the Committee.

5. DISMISSAL OR SUSPENSION:

The Superintendent shall not be dismissed or suspended during the term of this Agreement, or any extension or renewal thereof, except for "good cause."

As used herein, "good cause" shall include any ground which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of the school system.

In the case of a dismissal, the Superintendent shall not be dismissed unless he has been furnished with a written notice of intent to dismiss and with an explanation of the grounds for the dismissal, and, if he so requests, has been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committee, and to present information pertaining to the bases for the decision and to the Superintendent's status. The Superintendent may

be represented by an attorney or other representative at such meeting. The meeting shall be held in executive session pursuant to MGL Chapter 39, Section 23B. The Superintendent may contest the dismissal in accordance with section 16 below.

In the case of a suspension, the Superintendent shall have seven days written notice of the intent to suspend and the grounds upon which the suspension is to be imposed; provided, however, that the Committee may, for good cause, require the immediate suspension of the Superintendent, in which case the Superintendent shall receive written notice of the immediate suspension and the cause therefore at the time the suspension is imposed. The Superintendent shall be entitled (i) to review the decision to suspend with the Committee; (ii) to be represented by counsel in such meetings; (iii) to provide information pertinent to the decision and to the Superintendent's status. Such meetings shall be held in executive session pursuant to M.G.L. Chapter 39, Section 23B. The Superintendent shall not be suspended for a period exceeding one month, except with the consent of the Superintendent, and he shall not receive compensation for any period of suspension. The Superintendent may contest such suspension in accordance with Section 16 below.

It is understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal. "Good cause" shall not be applicable in such case.

6. CERTIFICATE:

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent in the Commonwealth, as required by Mass. General Laws, Chapter 71, Section 38G.

7. PROFESSIONAL ACTIVITIES:

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not interfere with or derogate from the performance of his duties and responsibilities as Superintendent. Before participating in any such activities, the Superintendent shall seek authorization from the Chairperson of the Committee. Such authorization shall not be unreasonably withheld.

8. REIMBURSEMENT FOR EXPENSES:

A. The Committee shall reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the normal performance of his duties and responsibilities provided, however, that said expenses shall not exceed two thousand dollars (\$2,000) in any contract year without the prior approval of the Chairperson of the Committee.

B. Each contract year during the term of this Agreement, the Superintendent shall be paid a car expense allowance of three thousand dollars (\$3,000), payable in twelve (12) monthly payments.

C. The Superintendent shall be reimbursed for reasonable expenses (including meals, lodging, and/or transportation and fees) incurred for attending workshops, seminars, conferences (National Conference of AASA (or comparable) for example), or other professional improvement sessions provided said expenses have been approved, in writing, in advance by the Chairperson of the School Committee. Such authorization shall not be unreasonably withheld. Days so approved and utilized shall not be deducted from sick leave or vacation leave.

9. TUITION REIMBURSEMENT:

The Superintendent, subject to the following terms and conditions, shall be entitled to tuition reimbursement up to one thousand and six hundred dollars (\$1,600) each contract year:

- (a) The course/s must be approved, in advance, by the Committee.
- (b) The Superintendent must obtain a grade of B or better.

10. SICK LEAVE:

The Superintendent shall be granted, in the event of personal injury or personal illness, up to sixty (60) sick leave days the first year of this Agreement, and up to fifteen (15) sick leave days each contract year thereafter. Additional sick leave days may be granted, subject to the approval of the Chairperson of the Committee. Unused sick leave days may be accumulated up to a maximum of one hundred and eighty (180) days. There shall be no sick leave buy back.

11. OTHER LEAVES OF ABSENCE:

Because the Superintendent's work day frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from sick or vacation leave.

In addition, periods of leave for personal reasons such as funerals or legal proceedings shall be subject to the approval of the Chairperson of the Committee. Such approval shall not be unreasonably withheld. Days so approved and utilized shall not be deducted from sick leave or vacation leave.

12. STATE RETIREMENT ASSOCIATION:

The Superintendent shall be a member of the Teachers' Retirement System as required by Mass. General Laws, Chapter 32, Section 2.

13. ANNUAL VACATION:

The Superintendent shall be entitled to twenty-five (25) vacation days per contract year. The Superintendent shall notify the Chairperson of the Committee in advance of his desired vacation periods. The time of taking said vacation shall be subject to the approval of the

Chairperson of the Committee. Such approval shall not be unreasonably withheld. In the year of the termination of this Agreement, all vacation must be taken prior to 6/30 or will be lost, provided, however, that in the event the Superintendent were not allowed to take vacation days to which he were entitled prior to said date (either vacation he was allowed to carry over from prior years or any then current year vacation to which he were entitled), he will be compensated for such time at the then applicable rate of pay. Subject to the foregoing, the Superintendent may carry over from one contract year to the next, up to five (5) days vacation.

14. HEALTH, DENTAL, AND LIFE INSURANCE:

The Superintendent shall be eligible to participate in the same health, dental, and life insurance benefits provided by the Town to other professional employees employed by the Committee, subject to the terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

15. EVALUATION:

The Committee agrees to evaluate the Superintendent, in writing, once during each contract year of this Agreement. The Committee, or a designated member/s of the Committee, shall meet with the Superintendent to discuss said evaluation/s at least annually.

The form of evaluation attached hereto shall be utilized. The Committee reserves the right to change the evaluation form provided, however, that (1) the Committee shall advise the Superintendent in writing of the proposed changes, (2) the Superintendent shall have an opportunity to discuss such proposed changes with the Committee within thirty days of receipt, and (3) the amended form shall not be used in the contract year in which the proposed changes are submitted to the Superintendent. The parties may mutually waive item 15 (3).

The Superintendent may respond to the evaluation, in writing, and such response shall be

placed in his file.

The parties shall have the right to mutually waive, in writing, the formal evaluation of the Superintendent in any contract year provided, however, if so waived, the Superintendent shall not be subject to discipline, including discharge, on the basis of poor performance during said year. Nothing contained herein, however, shall restrict or limit, in any way, the Committee's right to take disciplinary action, including discharge, for "conduct" nor restrict, in any way, non-reappointment (whether based on said performance or otherwise). The fact the Superintendent was not formally evaluated, based on said waiver, shall not be used against the Committee.

16. GRIEVANCE ARBITRATION

Any grievance which may arise between the parties shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the specific provisions of this Agreement.

The Superintendent shall submit the grievance to the Committee within 14 calendar days of the occurrence of the grievance or of the date the Superintendent first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing, and shall set forth the facts relied on, the section of the Agreement alleged to have been violated, and the remedy sought. If the grievance remains unresolved between the Committee and the Superintendent within 14 days after submission, then the matter may be referred to arbitration within 14 calendar days thereafter by either the Superintendent or the Committee pursuant to the Labor Arbitration Rules of the American Arbitration Association.

The Arbitrator's authority shall be limited to matters involving the meaning or application of the specific provisions of this Agreement. The Arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his authority, the decision of the Arbitrator, to the

extent provided by law, shall be final and binding. Except as provided by law, arbitration as provided herein, shall be the exclusive method to resolve grievances.

The fees and expenses of the Arbitrator shall be borne equally by the parties. Each side shall bear their own costs, including attorneys' fees. Upon a finding that a dismissal or suspension was improper under the standards set forth in this Agreement, or in a non disciplinary case, a finding that the contract was violated, the Arbitrator may award lost wages and benefits if appropriate. Under no circumstance (whether in a discipline case or otherwise), shall the Arbitrator award punitive, consequential, or nominal damages, damages for emotional distress, compensatory damages other than lost wages and benefits as hereinbefore provided, or reinstatement.

The failure of the Superintendent to file a grievance within, or advance it in accordance with any of the time limits set forth herein, shall constitute a waiver of the grievance.

17. RESIGNATION:

In the event that the Superintendent desires to terminate this contract during its term, including any extension thereof, if applicable, he may do so by giving at least ninety (90) days prior notice of such termination to the Committee.

18. 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. The contract may not be changed except by agreement in writing signed by all parties.

19. INVALIDITY:

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

20. 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 WHEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this 25th day of June, 2003.

SUPERINTENDENT

By: 

Mr. Patrick J. Schettini, Jr.

READING SCHOOL COMMITTEE

By: 

Mr. Harvey J. Dahl, Chairperson