

# **CONTRACT of EMPLOYMENT**

**Between the**

**SCHOOL COMMITTEE of the TOWN of NEEDHAM**

**and**

**DANIEL GUTKANST**

**THIS CONTRACT** is made this 15th day of August, 2015, by and between the Needham School Committee, hereinafter referred to as the "Committee," and Daniel Gutekanst, hereinafter referred to as the "Superintendent."

In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

## **1. EMPLOYMENT**

The Committee hereby employs Daniel Gutekanst as Superintendent of the Public Schools of Needham, and the Superintendent hereby accepts employment on the terms and conditions set forth herein.

## **2. TERM**

This agreement shall be for a term of three years, commencing July 1, 2105. This agreement shall continue to be for rolling three year terms by being automatically extended for successive periods of one year on July 1, 2018 and each July 1 thereafter, unless prior to any such July 1 the Committee gives the Superintendent written notice that this agreement shall not be so extended, in which case the contract shall be extended thereafter only as the parties may subsequently agree in writing. If the Superintended wishes to negotiate altered terms for this agreement, he shall give notice of such intent at least twelve months in advance.

### **3. COMPENSATION**

**3.1** The Superintendent shall be paid an annual salary of \$207,249 per year effective July 1, 2015 in accordance with the payroll schedule in effect for the school department's salaried employees. Calculation of the Superintendent's salary for FY17 will consider the range of FY16 superintendents' salaries listed in Attachment A (also known as the "Performance Report" districts), prior average increases, and will be within the 55<sup>th</sup> to 85<sup>th</sup> percentile for the total compensation for these communities. Calculation of the Superintendent's salary for FY18 will be based on the FY17 superintendent's salaries as described above. Generally increases shall be in-line with annual increases in the district leadership team salaries provided there is no decrease in percentile ranking of total compensation. Further, beginning in FY12, the Committee will consider a merit award payment of up to ½ of one percent of salary to the Superintendent that acknowledges progress toward achieving system-wide goals and for sustained outstanding leadership. The merit award will be tied to the Superintendent's performance evaluation for that year and be flexible enough to recognize excellence in responding to unanticipated challenges. The award will not become part of the Superintendent's base salary. This award, if granted, shall be paid in the last paycheck of each fiscal year.

**3.2 Annuity** - On or before June 30<sup>th</sup> of each fiscal year in which this Contract is in effect, the Committee will pay into an annuity designated by the Superintendent provided that the Superintendent is employed as of June 15<sup>th</sup> of that year. The annuity amount will be \$12,500.

#### **4. TERMINATION**

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, the Superintendent may do so by giving the Committee written notice of said intent to terminate no later than August, 15th of the fiscal year at the end of which any such resignation would be effective unless a time for such termination is otherwise agreed to by the Superintendent and the Committee.

The Committee may terminate this Contract for "good cause". The parties agree that in the event of a dispute regarding termination by the Committee, arbitration under M.G.L. Chapter 71, Sections 42 and 42D of the General Laws will be the exclusive forum for resolving said dispute. The standard of review and interpretation of "good cause" by the arbitrator shall be in accordance with the standard of review and interpretation of such terms by the Massachusetts courts under M.G.L. Chapter 71, sections 42 and 42D prior to passage of the Education Reform Act of 1993. (See Springgate v. School Committee of Mattapoisett, 11 Mass. App. Ct. 536 (1979).

Notwithstanding this section or any other provision of this Contract, the Committee may terminate this Contract by giving written notice of its doing so to the Superintendent provided it pays the Superintendent the remainder of the compensation due pursuant to Section 3.1 salary due for the term of the Contract.

#### **5. CERTIFICATE / LICENSE**

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate/license as required by Massachusetts General Laws Chapter 71, Section 38G.

## 6. DUTIES

**6.1** The Superintendent shall perform the duties as provided in the Massachusetts General Laws and in the Needham Superintendent's job description and such other duties as may be assigned from time to time by the Committee.

**6.2 Professional Engagements:** The Superintendent may accept only such speaking, writing, lecturing or other engagements of a professional nature as shall not interfere with the Superintendent's duties in the Needham Public Schools. These outside engagements are subject to approval of the Committee chairperson unless they occur during the Superintendent's vacation period.

**6.3 Goals and Objectives:** Each year, the parties will meet to establish goals and objectives for the school year. Said goals and objectives shall be reduced to writing, and be among the criteria by which the Superintendent is evaluated as hereafter provided.

**6.4 Evaluation:** The School Committee will evaluate the performance of the Superintendent at least once a year. This evaluation and assessment shall be reasonably related to the job description, School Committee policy, the goals and objectives of the District for the year in question, and such other criteria as the Committee may establish.

## **7. REIMBURSEMENT for EXPENSES**

The Committee, at its discretion, shall reimburse the Superintendent for all expenses reasonably incurred in the performance of the duties under this contract. Such expenses shall include, but may not be limited to costs of professional dues, out of town travel, attendance at appropriate meetings or conferences, and attendance at courses, seminars or other activities which could serve to enhance the Superintendent's performance and skills. The Superintendent will notify the Chairperson in advance of any such activities out of Needham.

## **8. STATE RETIREMENT SYSTEM**

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

## **9. GROUP INSURANCE**

The Superintendent shall be entitled to participate in any group health and/or life insurance program offered by the Town of Needham, which is available to employees of the Needham School Department.

## **10. ANNUAL VACATION**

The Superintendent shall receive twenty-five (25) working days as annual vacation exclusive of holidays. Twenty-five (25) days shall be credited to the Superintendent at the beginning of each fiscal year, i.e., July 1st. The Superintendent shall be allowed to carry over up to five (5) vacation days into the following contractual year. Any days carried over will be used first in that contractual year. Further, the Superintendent will be permitted to buy back up to 8 unused vacation days in any given fiscal year.

## **11. SICK LEAVE**

**11.1** The Superintendent shall receive fifteen (15) days per year of sick leave, said 15 days to be credited as of July 1st. In no instance shall the sick leave accumulation exceed two hundred (200) days. Up to ten days sick leave per fiscal year may be used to care for members of the Superintendent's immediate family (i.e. spouse, children or parents). Said days shall be deducted from the Superintendent's sick leave.

**11.2** The Superintendent is eligible to participate in the sick leave bank for all employees not covered by collective bargaining agreements as established by School Committee policy.

**11.3** The School Committee will annually, on or before June 30<sup>th</sup> of each year, reimburse the Superintendent no more than \$2,000 for the cost of disability insurance premiums until such time as a group disability policy covering him goes into effect.

## **12. PERSONAL LEAVE**

The Superintendent may take two day's paid leave per school year for imperative personal business, which could not effectively be conducted out side of the workday. Personal days may accumulate to a maximum of three (3) at the beginning of any school year. The Superintendent shall notify the chairperson of the Committee whenever personal leave has been taken.

### **13. BEREAVEMENT LEAVE**

The Superintendent shall be granted up to five consecutive days with pay during the fiscal year in the case of death in the immediate family. The term "immediate family" includes the Superintendent's spouse, child father, mother, brother, sister, grandparent, mother-in-law, father-in-law or any other person for whom the Superintendent has primary responsibility for funeral arrangements.

An absence of two days may be granted in the event of death of a grandchild, niece, nephew, grandparents of the Superintendent's spouse or other permanent member of the Superintendent's household not otherwise covered in the paragraph above.

### **14. INDEMNIFICATION**

The Committee agrees to defend and indemnify the Superintendent to the extent permitted by Massachusetts General Laws, Chapter 258 in the event of any civil lawsuit pertaining to and/or arising out of action(s) taken within the course employment pursuant to this Agreement.

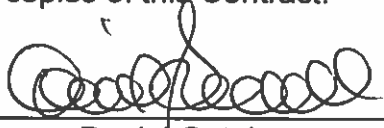
### **15. ENTIRE CONTRACT**

This document constitutes the entire Contract 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 Contract may not be changed, except by writing, signed by the parties against whom enforcement thereof is sought.

**16. INVALIDITY**

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

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed three (3) copies of this Contract.

  
\_\_\_\_\_  
Daniel Gutekanst

11/3/15  
\_\_\_\_\_  
Date

**FOR THE TOWN OF NEEDHAM**

  
\_\_\_\_\_  
Chairman

10-30-15  
\_\_\_\_\_  
Date

**Approved as to form:** \_\_\_\_\_  
Keith Muntyan, Esq.