

**SUPERINTENDENT'S CONTRACT  
GATEWAY REGIONAL SCHOOL COMMITTEE AND  
KRISTEN SMIDY**

AGREEMENT made this 1<sup>st</sup> day of August 2021, by and between the Gateway Regional School District, through its duly authorized School Committee, and having its business offices in Huntington, Massachusetts, hereinafter referred to as the "Committee" and Kristen Smidy, hereinafter referred to as "Superintendent", WITNESSETH:

WHEREAS, the Committee desires to engage the services of Kristen Smidy to hold the position of Superintendent; and

WHEREAS, Kristen Smidy is willing and able to undertake and perform the duties and responsibilities of said position of Superintendent;

NOW THEREFORE, in consideration of the mutual agreements and considerations hereinafter set forth, the parties hereto agree as follows:

**1. DUTIES OF POSITION**

The Superintendent of Schools is the chief executive officer of the School District. In harmony with the policies of the Committee, state laws, and state board of education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent has general authority to act at the Superintendent's discretion, subject to later approval by the Committee, upon all emergency matters and those as to which the Superintendent's powers and duties are not expressly limited or are not particularly set forth. The Superintendent advises the Committee on policies and plans that the Committee takes under consideration, and takes the initiative in presenting to the Committee policy and planning issues for the Committee's attention.

The Superintendent or designee, as approved by the Committee, shall attend all meetings of the Committee and shall participate in all Committee deliberations. The Superintendent shall receive notice of all subcommittee meetings and the Superintendent or designee may attend such meetings, unless the Superintendent's attendance has been required by the Committee.

**2. TERM**

The term of this contract is from August 1, 2021, through June 30, 2024.

The School Committee will meet in Executive Session on or before March 30, 2024, to determine whether to renew the Superintendent's contract for an additional year. If approved, the contract would be extended to June 30, 2025, or such later date as the parties may agree. Thereafter, the School Committee will determine on a yearly basis by June 30<sup>th</sup> of each year whether to renew the Superintendent's contract for an additional year. A failure by the School Committee to take action on a contract extension is not considered a termination of employment, but instead will be considered as a decision not to renew the contract beyond the

then existing term of the contract including any prior extensions of the contract. Once the School Committee votes not to extend the contract, or fails to act on an extension, no additional notices need to be given, and the contract will expire upon the expiration of the existing term of the contract including any previously granted extensions.

Anything in this paragraph to the contrary notwithstanding, the provisions of section 11 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

### **3. COMPENSATION**

The Superintendent shall be paid an annual salary of \$142,000 payable once every two (2) weeks effective August 1, 2021, through June 30, 2022. The annual salary effective July 1, 2022, will be \$147,000, and the annual salary effective July 1, 2023, will be \$160,769 subject to the annual evaluation.

The Superintendent shall be entitled to all benefits contained in the Administrators' Compensation and Benefits Schedule attached hereto and marked "A" unless the benefits referenced in this Agreement represent a greater benefit in which case this Agreement shall prevail over the attached marked "A". Notwithstanding action of the Committee after the date of execution of this agreement which diminishes or reduces benefits under schedule "A", the Superintendent's level of benefits under this agreement, excepting health insurance and the new vacation wording in this contract beginning July 1, 2023, shall not be reduced or diminished below the level of benefits originally available at the date of execution of this agreement.

### **4. TRAVEL AND PROFESSIONAL EXPENSES**

The committee shall reimburse the Superintendent for business travel at the Federal I.R.S. allowable rate. The Superintendent shall be reimbursed for attendance at appropriate professional meetings for in-district and out of district travel. The above expenses are to be submitted for payment every month. The Superintendent shall receive the aforementioned reimbursement for any travel associated with the out-of-district events, activities, or meetings of an educational nature and deemed by the Superintendent to be of value to the District whether sponsored by State agencies or public or private organizations or institutions. The Committee shall annually appropriate funds for travel to, attendance at, and lodging associated with local, state, or national conferences, such as the M.A.S.S./M.A.S.C Joint Conference, AASA Annual Convention, National Association of Secondary School Principal Convention, National Association of Rural School Systems Convention, or the ASCD Convention. Any out-of-state travel by the Superintendent under this paragraph must be approved in advance by the School Committee.

### **5. STATE RETIREMENT ASSOCIATION**

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, § 2.

**6. FRINGE BENEFITS**

The School Committee will provide the Superintendent with twenty (20) days per year to be utilized as sick leave. Sick leave may be used by the Superintendent in the case of the Superintendent's injury or illness, or of a family member. In recording sick leave usage, it will be noted whether the sick leave was for the Superintendent's injury or illness, or a family member.

The Committee will pay the professional membership of the Superintendent in the following organizations: Massachusetts Association of School Superintendents, American Association of School Administrators, Association for Supervision, Curriculum, and Development, Massachusetts Computers Users Education, National Association of Secondary School Principals, and the National Association of Rural School Systems. The Superintendent shall have the professional discretion to substitute a different professional organization for one or more of the above organizations as long as the dollar amount in any fiscal year does not exceed the total membership cost of the above organizations.

The Committee will pay the cost of, and provide professional time for, the Superintendent to complete the Massachusetts Association of Superintendents' "New Superintendent Induction Program" during the first three years of the Superintendent's superintendency.

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave. Such time will be reported to the Superintendent's Administrative Assistant.

**7. RETIREMENT SEVERANCE**

In the event the Superintendent retires before the last effective date of this contract or any extensions hereunder, the Superintendent shall receive the payment pursuant to the School Committee's Compensation Plan for Administrative Personnel.

**8. ANNUAL VACATION**

The Superintendent shall be entitled to a yearly vacation entitlement of thirty-three (33) workdays with the right to carry over from a prior year up to fifteen (15) workdays for a total of forty-eight (48) workdays at any one time. Beginning on 7/1/23, the Superintendent shall be entitled to a yearly vacation entitlement of twenty-five (25) days with the right to carry over ten (10) days from the prior year for a total not to exceed thirty-five (35) days at any time. Per agreement on June 14, 2023, between the School Committee and the Superintendent, as of 7/1/23, the Superintendent shall not be entitled to the vacation language contained in "A" Administrative Benefit Entitlement listed under Work Year A1, A2, A3, and A9.

**9. CERTIFICATE**

The Superintendent must maintain for the entire term of this contract a valid and appropriate certificate qualifying the Superintendent to act as Superintendent of the District in the Commonwealth as required by M.G.L. c. 71, § 38G. Loss or revocation of this certificate at any

time shall automatically void the contract, and the Superintendent shall automatically be terminated without any right to any of the severance benefits contained herein.

#### **10. EVALUATION FORMAT**

The Committee shall evaluate the performance of the Superintendent in writing in accordance with an evaluation instrument developed by the Committee after input from the Superintendent which clearly articulates the goals, objectives, and standards by which the Superintendent's performance is measured. Such instrument shall be considered as part of and incorporated by reference in this document.

The evaluation format shall be objective and provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format.

The Committee shall meet and discuss the evaluation format with the Superintendent, and subsequently, provide the Superintendent with a written copy of the document.

The Committee shall evaluate the performance of the Superintendent in writing in accordance with applicable DESE regulations at 603 CMR 35.00:

The Committee shall complete a draft evaluation of the Superintendent by June 30 of each year. A summary or composite of the individual draft evaluations compiled by Committee members shall be prepared by the Committee Chairperson or designee, signed by the Superintendent, and placed in the Superintendent's personnel file. A composite draft will then be provided to the Superintendent. In the event that the Committee determines in the draft under the evaluation format, that the performance of the Superintendent is deficient in any respect, the Committee shall describe in writing in detail specific instances, where appropriate, said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Committee deems performance to be deficient. A final evaluation shall incorporate the Superintendent's response to the committee draft, if any, which may be modified after consideration of the Superintendent's response. The Superintendent shall sign the draft, whose signature shall not necessarily indicate agreement with the content thereof, but rather an acknowledgment of receipt of the document. In any event, the Superintendent's response shall be attached to the draft or final evaluation and placed in the Superintendent's personnel file. A failure to respond to the Committee draft within 15 calendar days of receipt shall mean the Superintendent accepts the evaluation as written.

#### **11. TERMINATION, ARBITRATION, & INDEMNIFICATION**

The parties may, by mutual consent, terminate the contract at any time.

The Superintendent may terminate this contract upon written notice of ninety (90) days.

Where good cause exists, the Committee may discharge the Superintendent upon a majority vote of the entire Committee, thereby terminating this contract prior to the expiration date stated above. "Good cause" is defined as any reason put forth by the committee which is not arbitrary, unreasonable, or unrelated to the efficient operation of the school district and includes, inefficiency, incompetency, incapacity, conduct unbecoming a superintendent, or insubordination provided the Superintendent has been informed in writing of the charge or charges and cause or causes for the proposed discharge and has been provided with copies of all documents on which the committee intends to rely in support of termination and has been given an opportunity for a hearing during which the Superintendent may be represented by counsel before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session at the discretion of the Superintendent as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent are inextricably linked to performance. The Committee shall provide ten (10) days written notice of said hearing with the aforesaid 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.

The Superintendent may appeal a vote to terminate to binding arbitration by filing a demand to arbitrate with the American Arbitration Association, within 30 days of the Committee vote to terminate, which shall conduct the arbitration in accordance with the AAA Rules of Labor Arbitration then in effect. In no case shall an arbitrator award or order reinstatement if the termination was not for good cause, but may enter an award for damages for breach of contract.

The Superintendent does not waive any additional rights she may have under the Law or Statute.

The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of MGL c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his/her then effective per diem rate of pay or the said rate at the time of separation from employment. This indemnification provision shall survive the expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

## **11. PERFORMANCE**

The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

**12. INVALIDITY**

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


**13. ENTIRE AGREEMENT**

This contract embodies the entire contract between the Committee and the Superintendent and that there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract will not be changed except by a writing signed by the party against whom enforcement thereof is sought.

This contract supersedes and takes the place of any Agreement that may have been entered into at any previous time between the Gateway Regional School Committee and the Superintendent of Schools.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract and a duplicate thereof this day of 21<sup>st</sup> June 2023.

  
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Chairperson,  
Gateway Regional School Committee

  
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Superintendent of Schools,  
Gateway Regional School District