

AUGUSTA SCHOOL DEPARTMENT
SUPERINTENDENT EMPLOYMENT AGREEMENT

AGREEMENT dated September 13, 2017, by and between the City of Augusta Board of Education (the "Board" or "Augusta") and James Anastasio (the "Superintendent" or "Mr. Anastasio") (collectively, the "Parties"). For valuable consideration, the receipt of which both Parties acknowledge, the Parties agree as follows:

1. **Term:** Mr. Anastasio is to be employed by the Board for the period commencing July 1, 2018, to June 30, 2021, Mr. Anastasio will serve as Superintendent. Contract renewal will be discussed one (1) year prior to the end of this Agreement.
2. **Duties:** Mr. Anastasio shall perform the duties of the Superintendent of Schools as prescribed by the laws of Maine and the policies established by the Board and any amendments thereto.

Mr. Anastasio agrees to devote his entire time, skill, labor, and attention to his duties as Superintendent, unless otherwise approved by the Board in accordance with the laws of the State of Maine.
3. **Certification:** During the Term of this Agreement, Mr. Anastasio shall hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Maine.
4. **Salary:** For school year 2018/2019 the salary of the Superintendent shall be \$120,121.61, for school year 2019/2020 - \$121,923.43, and for school year 2020/2021 - 123,752.28.
5. **Evaluation:** The Board and Superintendent shall meet periodically to discuss Superintendent-Board relationships. Such discussions shall include an assessment of previously agreed-upon objectives and the professional behavior and performance of the Superintendent.
6. **Vacation:** The Superintendent shall receive 25 days of paid vacation annually during the Term of this Agreement, exclusive of legal holidays. Twenty-five (25) days is the maximum number of vacation days that may be carried over at the end of each school year.
7. **Sick Leave:** The Superintendent's accumulated sick leave will be the sum accumulated during his term as Cony Principal and Superintendent of Schools. For personal illness, the Superintendent shall receive 15 days of paid sick leave per year for the term of this contract. Sick pay to the Superintendent will be reduced by funds received through Worker's Compensation insurance as reimbursement for lost earnings. Upon separation of service, retirement or death, after (12) years of continuous service in Augusta as an administrator, the Superintendent shall be paid the equivalent of his accumulated sick leave over and above his regular compensation at the rate of his annual salary per sick day, not to exceed thirty (30) days and not to exceed \$6,200.
8. **Insurance:** The Superintendent is eligible for health insurance at the same level allotted for District Administration. The amount shall be adjusted annually to the same level allotted for District Administrators. The Board will also provide a single subscription to a plan of dental insurance selected by the Board.
9. **Annuity:** The Board will contribute \$3,500 and an amount equal to what would be Augusta's contribution toward Maine State Retirement if applicable to an annuity or IRA of Mr. Anastasio's choice, and in accordance with State law, shall withhold and transfer an amount of salary determined by the Superintendent to a tax deferred program of his choosing.

10. **Transportation:** The Superintendent will receive travel reimbursed at the IRS rate for travel in and out of district travel related to School Department responsibilities.
11. **Professional Development:** The Board agrees to provide up to \$3,500 for professional development for the Superintendent during the Term of this Agreement. The Board will also provide funds for the Superintendent's membership in professional organizations.
12. **Flex Benefit:** The Superintendent shall receive an annual benefit of \$7,000.
13. **Termination:** The Superintendent shall be subject to discharge in accordance with the laws of the State of Maine, and, in the event of such discharge, this Agreement shall terminate and all obligations of Augusta to the Superintendent shall cease. The Superintendent may be terminated without cause at any point during the term of this Agreement. In lieu of notice of termination, the Board shall pay six (6) months of severance pay based on the Superintendent's salary at the time. This payment will be made in installments based on the payroll cycle. In consideration for the severance payment, the Superintendent shall enter into a separation agreement that includes a full release of the Board.

This Agreement shall terminate automatically at the time of its expiration on June 30, 2021, without any further action by either party, at which time all obligations of the Board to the Superintendent shall cease, unless the parties enter into a new Agreement. The parties acknowledge that no cause is required for the Board to permit this Agreement to terminate automatically by expiration of its Term and not to enter into a new Agreement with the Superintendent.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate, effective on the day and year first above written.

AUGUSTA BOARD OF EDUCATION

By: _____
Kimberly Martin, Chairperson

Dated: _____

James Anastasio, Superintendent

Dated: _____