**WINCHESTER PUBLIC SCHOOLS**

**40 Samoset Road**

**Winchester, Massachusetts 01890**

**Contract of Employment**

**Interim Superintendent of Schools**

**July 1, 2021 – June 30, 2023**

This Employment Contract is made between the Winchester School Committee located in Middlesex County, in the Commonwealth of Massachusetts (hereinafter referred to as the “School Committee”) and (hereinafter referred to as “the Interim Superintendent” or . This Employment Contract will be effective as of July 1, 2021. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The School Committee hereby agrees to employ as the Interim Superintendent of Schools for the Winchester Public Schools and accepts such employment on the terms and conditions contained in this employment contract.
2. DURATION: \_\_\_\_\_\_\_\_\_ shall be employed by the School Committee from July 1, 2021 through June 30, 2023 unless this employment contract is terminated earlier in accordance with the provisions of this employment contract. Prior to November 30, 2022, the School Committee will notify \_\_\_\_\_\_\_\_\_ if it intends to enter into an employment contract with \_\_\_\_\_\_\_\_\_ for the position of Superintendent of Schools
3. COMPENSATION: The Interim Superintendent shall be paid a salary of two hundred twenty-five thousand dollars ($225,000.00) for the Contract Year July 1, 2021 through June 30, 2022. The salary for the second Contract Year (July 1, 2022 through June 30, 2023) will be set by the School Committee after consultation with \_\_\_\_\_\_\_\_\_ but will not be less than the salary in the first Contract Year. The Interim Superintendent’s salary shall be earned ratably throughout the Contract Year and shall be prorated for work of less than one full Contract Year. The Interim Superintendent’s salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Interim Superintendent. The Interim Superintendent’s salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Winchester Public Schools. The Interim Superintendent’s per diem rate shall be calculated by dividing the contract year salary by 260.
4. DUTIES: The Interim Superintendent shall devote his full time, skill, labor, and attention to the discharge of his duties as Interim Superintendent for the Winchester Public Schools. The Interim Superintendent shall have charge of the administration of the Winchester Public Schools consistent with law and School Committee policies and directives. He shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Winchester Public Schools consistent with law and School Committee policy. The School Committee shall appoint, upon the recommendation of the Superintendent, Assistant/Associate/Deputy Superintendent(s), School Business Administrator, Special Education Administrator, School Physician, School Nurses, and Supervisor of Attendance. The Superintendent shall have authority to make recommendations to the School Committee that relate to organizing, reorganizing, and arranging the administrative and supervisory staff which in his judgment best serve the Winchester Public Schools. He shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. He shall construct school committee meeting agendas in consultation with and at the direction of the School Committee chairperson. The Interim Superintendent shall attend all meetings of the Winchester School Committee, unless excused, and may participate in all School Committee deliberations except when matters relating to his own employment and/or this employment contract are under consideration. He shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school department, and, in general, perform all duties incident to the office of the Interim Superintendent, as provided by applicable laws and in accordance with the policies and directives of the School Committee, as they may be promulgated or modified from time to time.
5. LICENSE: The Interim Superintendent hereby represents to the School Committee that he is currently licensed or has satisfied the requirements to obtain a license to serve as a superintendent of schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education (“DESE”). As a condition of employment and continued employment, the Interim Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying him to serve as a superintendent of schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, chapter 71 section 38G as such may be amended from time to time. The Interim Superintendent agrees to notify the School Committee within 24 hours of his license being revoked, rescinded, suspended, or lapsed.
6. PROFESSIONAL ACTIVITIES: The Interim Superintendent shall devote his full time, attention, and energy to the business of the Winchester Public Schools. However, the Interim Superintendent may participate in:

(a) the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;

(b) local, state, and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and

(c) informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Interim Superintendent to perform his professional responsibilities for the School District.

However, such participation cannot interfere with or detract from the Interim Superintendent’s work for the Winchester Public Schools. Superintendent absence from the district on regular work days for the purpose of pursuing professional interests requires the prior written approval of the Chairperson of the School Committee. The Interim Superintendent is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the Massachusetts State Ethics Statute, Massachusetts General Laws chapter 268A.

1. LEAVE BENEFITS:

7.1 Vacation Leave: The Interim Superintendent shall be granted up to and including twenty-five (25) days of vacation during the term of this Employment Contract earned at the rate of 2.083 days per month. the Superintendent may carry over up to a maximum of twenty (20) accrued unused vacation days from the first Contract Year to the second Contract Year . The amount of carried over vacation days and accrued vacation days shall not exceed 45 days. The Interim Superintendent may request to “buy back” up to five (5) accrued vacation days per contract year at his per diem rate. The per diem rate shall be based on a work year of 260 days and the then-current annual salary as defined in Section 3. Requests to buy back these days must be made to the School Committee in writing by February 1st and is subject to School Committee approval, which will not be unreasonably withheld, and is further subject to the availability of funding in the current year budget as necessary to support said “buy back.” The Interim Superintendent may take his vacation days at any time during the term of this Employment Contract, with prior notice to the School Committee Chairperson, but normally vacation days will be taken whenever possible during school vacation periods. The Interim Superintendent shall use his accrued vacation on or before June 30, 2023.

7.2 Sick Leave: The Interim Superintendent will receive a grant of ninety (90) sick leave days effective July 1, 2021 and will accrue one (1.25) additional sick leave day per month worked to a maximum of 15 days per Contractual year. The Interim Superintendent may use sick leave to cover his absences from work for personal illness or injury. No compensation shall be paid for unused sick leave at the termination of this Employment Contract. The School Committee may require verification of any illness/injury exceeding five (5) continuous working days by a physician of its choice. The Interim Superintendent will report and record his sick leave usage in accordance with procedures of the Winchester Public Schools.

7.3 Personal Leave: The Interim Superintendent will be entitled to three (3) days’ leave of absence with pay for important personal or legal business which cannot be conducted outside of the Interim Superintendent’s work day. The Interim Superintendent may carry over one unused personal day to the subsequent Contract Year for a maximum allotment of four (4) personal days. The Interim Superintendent will notify the chair of the School Committee when he is taking a personal day and will maintain records in accordance with procedures of the Winchester Public Schools.

7.4 Bereavement Leave: The Interim Superintendent shall be entitled to a bereavement leave of up to five (5) days upon the death of an immediate family member, defined as the Interim Superintendent’s spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law.

7.5 Holidays: In addition to vacation leave, the Interim Superintendent shall be entitled to paid leave on holidays that are recognized by the Winchester Public Schools.

1. INSURANCE BENEFITS: The Interim Superintendent may elect to obtain group health insurance and other insurance generally available to employees and their dependents in the Winchester Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Winchester Public Schools. The Interim Superintendent recognizes that the School Committee and the Town of Winchester may change such terms and conditions and such insurance from time to time. If the Interim Superintendent declines to obtain such health insurance, the Interim Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation.
2. RETIREMENT: The Interim Superintendent shall be a member of the Teachers’ Retirement System as required by M.G.L. Chapter, 32.
3. PROFESSIONAL DEVELOPMENT: The School Committee shall reimburse the Interim Superintendent for the annual subscriptions and memberships to professional organizations such as the Massachusetts Association of School Superintendents and the American Association of School Administrators up to a maximum of three thousand dollars ($3,000) per Contract Year.
4. TRAVEL/CAR ALLOWANCE: Understanding the significant travel required in fulfilling the role, the School Committee grants the Superintendent an annual flat rate car/travel allowance of two thousand five hundred dollars ($2,500) to be paid in two equal installments of one thousand two hundred fifty dollars ($1,250) in December and June of each Contract Year of this Contract.
5. DISTRICT TECHNOLOGY: The School Committee shall provide the Interim Superintendent a cell phone for the purpose of conducting school business and the occasional, incidental personal business. At the conclusion of his term as Interim Superintendent, this equipment shall remain the property of the Winchester Public Schools. In addition, the School Committee will provide the Interim Superintendent with a laptop computer and/or tablet device, which the Interim Superintendent is free to use outside of his office, including at his home, for school business. At the conclusion of his term as Interim Superintendent, this equipment shall remain the property of the Winchester Public Schools.
6. PERFORMANCE EVALUATIONS:

13.1 Evaluations by the Interim Superintendent: The Interim Superintendent shall evaluate the Director of Finance and Operations, the Administrator of Special Education, the Assistant Superintendent, and the principals during the Contract Year as required by applicable Massachusetts law and regulations and applicable employment agreements.

13.2 Evaluations of the Interim Superintendent: The School Committee shall evaluate the Interim Superintendent as provided by law in open session.

1. EARLY TERMINATION OF THIS EMPLOYMENT CONTRACT:

14.1 By Mutual Agreement: This Employment Contract may be terminated at any time by mutual agreement of the parties. The Interim Superintendent may request, or the School Committee may require the Interim Superintendent to use some or all of his accrued unused vacation days prior to the effective date of his resignation. In the event of termination pursuant to this paragraph, the School Committee shall not be required to pay, and the Interim Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. Section 14.4 shall not be applicable to terminations under this Section 14.1.

14.2 By the Interim Superintendent: In the event that the Interim Superintendent desires to terminate this Employment Contract before the term of service shall have expired, he may do so by giving at least 180 calendar days written notice of such intention to the School Committee, with a time for such termination to be jointly established between the Interim Superintendent and the School Committee. The Interim Superintendent may request, or the School Committee may require the Interim Superintendent to use some or all of his accrued unused vacation days prior to the effective date of his resignation. In the event of termination pursuant to this paragraph, the School Committee shall not be required to pay, and the Interim Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. Section 14.4 shall not be applicable to terminations under this Section 14.2.

14.3 By the School Committee with Cause: During the term of this Employment Contract, the School Committee may suspend the Interim Superintendent from his position as interim superintendent and/or may terminate his employment and this Employment Contract for conduct unbecoming a school administrator, insubordination, incompetency, neglect of duty, or other cause. “Cause” herein shall be defined as any ground put forth by the School Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the School Committee shall provide the Interim Superintendent with written or email notice of the reason or charge against the Interim Superintendent. Provided that the Interim Superintendent has made a request in writing or by email to the Chairperson of the School Committee within three (3) calendar days from the date of such notice, the School Committee shall provide the Interim Superintendent with a hearing. Such hearings shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The decision of the School Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. However, the parties agree that under no circumstances shall a court award reinstatement, punitive or compensatory damages, attorneys’ fees, costs, or interest. The Interim Superintendent may request to use his accrued unused vacation days prior to his separation from employment and/or the School Committee may schedule the Interim Superintendent for vacation days prior to his final day of employment. In the event of termination pursuant to this paragraph, the School Committee shall not be required to pay, and the Interim Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. Section 14.4 shall not be applicable to terminations under this Section 14.3.

14.4 Early Termination By the School Committee: The School Committee may terminate this Employment Contract and the Interim Superintendent’s employment at any time on or prior to June 30, 2023 without cause by providing the Interim Superintendent with at least ninety (120) calendar days written (or email) notice and paying the Interim Superintendent an early termination payment of the lesser of the following two amounts: (i)fifty thousand dollars ($50,000) or (ii) the remainder of his salary. The early termination payment is subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Interim Superintendent. In the event of termination pursuant to this Section 14.4, with the exception of the early termination payment which shall be paid on or about the effective date of termination, the School Committee shall not be required to pay, and the Interim Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Interim Superintendent may request to use his accrued unused vacation days prior to his separation from employment and/or the School Committee may schedule the Interim Superintendent for vacation days prior to his final day of employment.

14.5 By Death or Disability: This Employment Contract shall be automatically terminated by the death of the Interim Superintendent. In the event of disability by illness or incapacity of the Interim Superintendent, the School Committee may terminate this Employment Contract by written notice to the Interim Superintendent at any time after the Interim Superintendent: (a) has exhausted any accumulated sick leave and such other leave as may be available, and (b) remains unavailable or unable to perform the essential functions of his position with or without reasonable accommodations. Section 14.4 shall not be applicable to terminations under this Section 14.5.

1. ADMINISTRATIVE LEAVE: At any time during the term of this Employment Contract when the School Committee Chairperson deems it in the best interest of the district, the Chairperson may place the Interim Superintendent on administrative leave with full pay and benefits. Such administrative leave shall continue until the School Committee decides otherwise.
2. INDEMNIFICATION:

16.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the School Committee agrees to provide indemnification to the Interim Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Interim Superintendent is acting within the scope of his employment or under direction of the School Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the School Committee to suspend and/or terminate the Interim Superintendent.

16.2 The Interim Superintendent shall, within three (3) calendar days of the time he is served with any summons, complaint, process, notice, demand, or pleading for which indemnification under Section 16 of this Employment Contract is or may be available, deliver a copy of the same to the School Committee.

16.3 This Section 16 shall survive the termination of this Employment Contract.

1. NOTICES: Unless otherwise provided in this Employment Contract, all notices required or desired to be given under this Employment Contract will be deemed to be served if in writing and delivered by in-hand delivery to the Interim Superintendent or sent by email to the Interim Superintendent’s Winchester Public Schools email address or sent by certified mail to the Interim Superintendent’s residence in the case of the Interim Superintendent, or sent by certified mail to its central office in the case of the School Committee with a copy sent by certified mail to the home address of the Chairperson of the School Committee.
2. ENTIRE AGREEMENT: This Employment Contract contains the whole agreement between the School Committee and the Interim Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Employment Contract shall be effective unless and until set forth in writing and signed by the parties.
3. SEVERABILITY: If any term(s) or provision(s) of this Employment Contract is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.
4. GOVERNING LAW: This Employment Contract shall be interpreted, enforced, governed, and construed under and in accordance with the laws of the Commonwealth of Massachusetts.
5. COUNTERPARTS: This Employment Contract shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Employment Contract and a duplicate thereof this \_\_\_ day of \_\_\_\_\_\_\_\_\_ 2021.

WINCHESTER SCHOOL COMMITTEE INTERIM SUPERINTENDENT

BY: BY:

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Chair, Winchester School Committee Interim Superintendent