

AGREEMENT
BEDFORD SCHOOL COMMITTEE
AND

[REDACTED]
July 1, 2018 – June 30, 2021

THE AGREEMENT made and entered into this 1st day of July, 2018 by and between the School Committee of the Town of Bedford, Massachusetts, hereinafter referred to as the Committee, and [REDACTED] of [REDACTED] Massachusetts, hereinafter referred to as the Superintendent.

WHEREAS, the Committee desires to employ the Superintendent as superintendent of the public schools of the Town of Bedford, Massachusetts; and

WHEREAS, the Superintendent desires to be employed as superintendent of public schools of the Town of Bedford, Massachusetts; and

WHEREAS, it is the desire of the Committee and the Superintendent to establish certain conditions of employment;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Committee and the Superintendent agree as follows:

1. DUTIES

The Superintendent shall serve as the superintendent of public schools of the Town of Bedford, Massachusetts and shall give his full time, best professional services, faithfully perform his duties and discharge the responsibilities assigned to him by the Committee and the laws of the Commonwealth of Massachusetts. He shall be the executive officer of the Committee and shall be entitled to:

- A. present his recommendation to the Committee on any subject under consideration by the Committee prior to action being taken on the subject by the Committee;
- B. attend each meeting of the Committee;
- C. serve as an ex officio member of each committee established by the Committee; and

The Superintendent shall be in the exclusive employ of the Committee during the term of this Agreement. The word employ shall not be construed to include occasional teaching, writing or consulting performed on time off without prior written notice to the Committee. However the Superintendent shall notify the Committee Chairperson, in writing, of the nature of such teaching, writing or consulting.

2. COMPENSATION

A. Salary.

The Committee shall pay the Superintendent an annual salary of:

- \$214,692 for the period July 1, 2018 – June 30, 2019
- \$226,507 for the period July 1, 2019 – June 30, 2020
- \$238,543 for the period July 1, 2020 – June 30, 2021

- B. Continuous Service Incentive at Retirement. The Superintendent, who was employed by the Bedford Public Schools prior to September 1, 2011 and had vested service towards the Early Retirement Incentive/Continuous Service, will be entitled, at time of retirement from the Bedford Public Schools and with the Massachusetts Teachers Retirement System (MTRS), to receive an incentive bonus for continuous service of \$25,885 if the Superintendent retires at the end of the 2020-2021 school year, and \$39,126 should the Superintendent retire at the end of the 2019-2020 school year.

Written notice of intent to retire must be given not less than six (6) months before the retirement is to take effect. The increased salary shall be payable for the period between the time of the notice and the date of retirement, provided that said period shall not exceed one (1) year prior to the date of retirement. If such notice is given not later than the January 15th of the school year preceding the school year in which the retirement is to take effect, the increased salary will be paid in ten (10) equal payments on the last school day of each month. If the notice is given at a later date, not later than six (6) months before the retirement is due to take effect, the increased salary will be paid in a lump sum in the July of the fiscal year after retirement. .

- C. Sick Leave Buy-Back. After 15 years of service in Bedford, and upon the retirement of the Superintendent or termination of this Agreement, the Superintendent will be entitled to receipt of one day's pay for each five days of accumulated sick leave on up to a maximum accumulated sick leave of 150 days or a maximum pay of 30 days of sick leave.

- D. Vacation. The Superintendent shall be entitled to 25 days vacation each year. Unused vacation days (53, as of June 30, 2015) may be carried over to the subsequent year. However, in the final year of employment no more than twenty-five days may be carried over from the previous years. The Committee at any time will only be responsible to pay out for a maximum of 25 days of unused vacation time.

- E. Sick Leave. The Superintendent shall be entitled to eighteen (18) days sick leave each year. Days not used in any year may be accumulated, up to a maximum of one hundred fifty (150) days, for use in any subsequent year. If the Superintendent is absent because of sickness or disability the Committee may require that a doctor of the Committee's choice examine the Superintendent.

- F. Personal Leave. The Superintendent shall be entitled to three (3) days paid leave each year for personal reasons, subject to the prior approval of the Committee.

3. FRINGE BENEFITS

The Superintendent shall be entitled to all insurance benefits currently available to other non-union employees in the Bedford School District, subject to the terms and conditions of such coverage.

4. EXPENSES

The Committee shall permit a reasonable amount of release time for the Superintendent to attend activities conducted or sponsored by national, state and local school administrator associations and pay the necessary fee, travel and subsistence expenses.

The Committee shall pay the professional dues and subscriptions of the Superintendent necessary for his full participation in national, state and local associations and organizations, subject to the approval of the Committee.

The Committee shall reimburse the Superintendent or pay for reasonable expenses incurred in the performance of his duties. The Committee shall pay for professional development programs, including but not limited to university graduate study, that are reasonable.

5. MEDICAL EXAMINATION

The Committee shall, at no expense to the Superintendent, require a complete physical examination of the Superintendent once each year. The medical examination report shall be given by the examiner directly to the Superintendent and a confidential summary of the exam made available to the Committee.

6. CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as the Superintendent for the Bedford Public School District as required by M.G.L.c.71, § 38G. Any material misrepresentation on the Superintendent's application for employment or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement.

7. EVALUATION

The Committee and the Superintendent shall meet at least once each year for the purposes of evaluation of the performance of the Superintendent. The date and time of the meeting shall be agreed to by the Committee and the Superintendent sufficiently in advance of the meeting to permit adequate preparation by the Committee and by the Superintendent. The draft and the final written performance evaluation are each considered to be personnel records under Exemption (c) to the Public Records Law.

8. TERMINATION

- A. In the event the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so if he gives at least one hundred and eighty (180) days written notice of his intention to do so. Said notice shall be sent by registered mail to the residence of the Chairperson of the Committee.

~~B. Termination for Good Cause:~~ Where good cause exists, the Committee may discharge the Superintendent. For purposes of the Agreement, "good cause" shall mean any ground that is put forth by the Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent, or insubordination. The Committee may discharge the Superintendent provided that the Committee shall provide the Superintendent with a written notice of intent to dismiss with an explanation of the grounds for dismissal, and if he so requests, he shall be given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committee at which hearing he may be represented by an attorney, at his own expense, or other representative to present evidence and to call witnesses pertaining to the basis for the decision and to his status as an employee. Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate him. The Superintendent may appeal his dismissal for good cause by filling a petition with the American Arbitration Association. Under no circumstances shall the arbitrator award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

9. TERM

This Agreement shall be for the term of three (3) years commencing on July 1, 2018 and ending on June 30, 2021. This Agreement may be terminated as provided herein, or by written agreement between the Committee and the Superintendent. This Agreement shall be extended on the same terms and conditions (subject to salary and benefits) as herein provided for an additional period of one (1) year unless the Committee gives written notice otherwise to the Superintendent on or before June 30, 2018. Similarly in succeeding years the contract shall be extended for successive periods of one (1) year, for a duration of three (3) years, unless the Committee gives written notice otherwise to the Superintendent on or before June 30, three (3) years prior to the expiration date of the contract as extended.

10. NON-TRANSFERABILITY

This Agreement is a personal services contract and, as such, any and all benefits defined herein shall apply only to the person being employed and shall not transfer to any successors, heirs, or survivors, unless otherwise established.

11. INDEMNIFICATION

The Committee shall indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Mass G.L. Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Agreement.

12. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Agreement may not be changed except in writing, executed by the Committee, and the Superintendent. Any part of this Agreement may be opened for renegotiation during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed by the Parties, and attached to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

13. INVALIDITY

If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the School Committee of the Town of Bedford, Massachusetts has caused this Agreement to be signed and executed and [REDACTED] has signed and executed this Agreement, both in duplicate, the day and year first above written.

Chairperson, School Committee of the Town of Bedford:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Date

[REDACTED]

Date