

EMPLOYMENT AGREEMENT
BETWEEN
THE CAMBRIDGE PUBLIC SCHOOLS
AND

[REDACTED]
2021-2022

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 24th day of June 2021, by and between the CAMBRIDGE PUBLIC SCHOOL DISTRICT (the "School District"), acting by and through the Cambridge School Committee, with a principal place of business at 459 Broadway, Cambridge, Massachusetts 02138 ("the Committee") and [REDACTED] or the "Interim Superintendent").

WHEREAS, the Committee has the need for a qualified individual to perform the duties of Interim Superintendent for at least a one-year term beginning July 1, 2021 and ending June 30, 2022, with the possibility of a one-year extension; and

WHEREAS, the School District wishes to employ [REDACTED] in that capacity; and

WHEREAS, the parties wish to enter into a written Agreement that sets forth their respective rights and obligations which are not otherwise imposed by law;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment. The Committee, pursuant to the provisions of G.L. c. 71, §59 and in accordance with an Order adopted at the meeting held on May 6, 2021, hereby employs [REDACTED] as the Interim Superintendent of Schools of the Cambridge Public Schools and [REDACTED] hereby accepts such employment under the following terms and conditions, effective as of July 1, 2021.

2. Term of Agreement.

A. The Interim Superintendent shall be employed for the period July 1, 2021 through June 30, 2022. This Agreement may be extended by mutual agreement of the parties for an additional term provided that the aggregate term of the agreements shall not exceed two (2) years in total. The parties understand and agree that any extension of this Agreement as set forth in Section 3, below, shall require formal approval of the Committee.

B. Unless terminated earlier in accordance with Section 22 of this Agreement, or extended in accordance with Section 3, this Agreement shall terminate, as herein provided, on June 30, 2022, and, as of such date, [REDACTED] employment as Interim Superintendent shall also terminate.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School District to terminate the services of the Interim Superintendent, at any time, subject to the provisions set forth in Section 22 of this Agreement.

D. Nothing in this Agreement shall in anyway be construed as granting tenure or "professional status" to [REDACTED] in the position of Interim Superintendent.

3. Extension of Agreement.

A. The Committee shall have the option to extend the Interim Superintendent's Agreement for up to one year (the "Extension Term") beyond the end of the initial one-year term identified in Section 2(A), above. The Committee will notify the Interim Superintendent in writing of its decision to exercise this option to extend, on or before November 25, 2021 ("Notice Date"). The Notice Date may be pushed back or extended by written mutual agreement of the parties.

B. If the option to extend is exercised, the parties agree to execute an amendment to this Agreement ("Amendment"). The Amendment shall be signed by all parties and include the term of the extension and a statement that the terms and conditions of the original Agreement shall remain the same during the Extension Term and that all provisions of this Agreement, as amended by the Amendment, shall retain the same force and effect as before the extension.

C. If for any reason the Interim Superintendent is no longer able or interested in extending this Agreement beyond its initial one-year term, [REDACTED] must provide written notice to the Committee as soon as practicable, but in no event not later than November 5, 2021.

D. Failure to extend this Agreement shall not be considered a discharge under this provision of the Agreement.

4. Professional Certification and Professional Development. The Interim Superintendent shall furnish to the Committee and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying [REDACTED] to serve as a superintendent of schools in the Commonwealth of Massachusetts, as required by G.L. c. 71, §38G, and all other applicable laws and regulations. The Interim Superintendent shall also pursue all appropriate professional development activities necessary for [REDACTED] professional development and for the maintenance of [REDACTED] certification.

5. Interim Superintendent Duties and Responsibilities.

A. The Interim Superintendent agrees to diligently, faithfully, professionally, and competently perform the services, duties and obligations required by this Agreement, applicable state and federal laws and regulations, and the lawful directives rules, regulations, and policies of the Committee.

B. The Interim Superintendent shall serve as the Chief Education Officer and Chief Executive Officer of the School District, as provided in G.L. c. 71, §59, all other applicable laws and regulations pertaining to public education in Massachusetts, and shall be responsible to direct, organize and manage the School District, in conformity with the requirements of G.L. c. 71 and all other applicable federal and state statutes and regulations pertaining to public education and public finance, and in conformity with the rules and policy determinations of the Committee. Subject thereto, the Interim Superintendent shall be responsible for, among other things, hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing subordinates and employees in the school district, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school system, establishing and implementing sound financial management procedures, preparing an annual budget and submitting that budget to the School Committee for review and approval, and otherwise organizing the school system in a manner that best serves the educational needs of the students in the Cambridge Public Schools in accordance with Massachusetts General Laws and applicable federal laws.

C. The Committee may, from time to time, prescribe additional duties and responsibilities for the Interim Superintendent provided, however, that the Committee shall not, without the Interim Superintendent's consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of a Superintendent of Schools in the Commonwealth of Massachusetts.

D. The Committee and Interim Superintendent will jointly develop a list of priorities upon which attention is to be focused during the term of this Agreement.

E. The Interim Superintendent shall attend all meetings of the Committee, unless excused, and may participate in all Committee deliberations except when matters relating to [REDACTED] own employment are under consideration. [REDACTED] shall advise the Committee on policies and plans which the Committee takes under consideration and shall take the initiative in presenting to the Committee policy and planning issues for the School Committee's attention. The Interim Superintendent shall keep the Committee informed as to [REDACTED] administrative actions both as to reasons and outcomes in a manner mutually agreed upon by the parties.

F. The Interim Superintendent recognizes that the proper performance of [REDACTED] duties and responsibilities will require [REDACTED] to work longer than the school day and that the duties and responsibilities are not confined to prescribed hours.

G. The Interim Superintendent shall not accept any outside consulting or employment during the term of this Agreement without Committee approval which shall not be unreasonably withheld, provided such activities do not in any manner interfere or conflict with the performance of the Interim Superintendent's duties and responsibilities as Interim Superintendent, or bring the School Department or Committee into disrepute or place the Committee and/or the Cambridge Public Schools in a negative light.

H. Without the express consent of the Interim Superintendent, the Committee shall not reassign the Interim Superintendent to any other position in the School District nor shall it reassign [REDACTED] duties to other employees of the District, except in cases of disability (as described in this Agreement).

6. Interim Superintendent/Committee Communications and Relationships.

A. No later than August 31, the Committee and the Interim Superintendent shall meet to discuss working relationships and communications.

B. The relationship between the Committee and the Interim Superintendent shall be based in a deep commitment to working cooperatively for the benefit of the children and the general community served by the Cambridge Public Schools, and it shall reflect a clear understanding that the Committee is the establishing agent of all School District policy and that the Interim Superintendent has the responsibility to recommend policy and administer policy in a sound, ethical and fair manner.

C. In its discretion, the Committee will refer to the Interim Superintendent any criticisms, complaints and situations that are brought to its attention and which the Committee deems important enough to warrant the Interim Superintendent's attention for action, study, and/or response, as appropriate. The Interim Superintendent shall review and attend to such matters for action, study, or response, as appropriate, and keep the Committee informed as set forth in Section 5(E), above.

7. **Community Activities.** The Committee expects the Interim Superintendent to participate in community activities in order to generate support for the School District, and to solicit feedback from the community on the performance of the School District and its strategic objectives. The Interim Superintendent is a voting member of the Family Policy Council. The Committee encourages the Interim Superintendent to become a member of or participate in community and civic affairs, including civic clubs, nonprofit organizations, and governmental committees. In addition, the Committee and the Interim Superintendent agree that [REDACTED] participation in professional educational activities and organizations is a direct benefit to [REDACTED] and the School District. The Interim Superintendent may hold office or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of [REDACTED] duties as Interim Superintendent. The Interim Superintendent will seek the input of the Committee regarding [REDACTED] community and professional educational activities.

8. Evaluation.

A. The Committee and the Interim Superintendent will develop mutually acceptable goals and objectives, including measurable outcomes, for the 2021-2022 school year, taking into account the educational goals or policies established by the Committee. If the Agreement is extended to cover the 2022-2023 school year, the Committee and the Interim Superintendent shall meet in open session to discuss the establishment of mutually acceptable goals and objectives, including measurable outcomes, for that school year. If, in any year covered by this Agreement, the parties are unable to agree on mutual goals and objectives, the Committee shall set goals and

objectives, including measurable outcomes, considering the consultation and deliberation they have had with the Interim Superintendent. Such goals, objectives, and measurable outcomes shall be such as are reasonably attainable. The Committee agrees to work with and support the Interim Superintendent in achieving such goals, objectives, and measurable outcomes, as well as any and all District Goals.

B. The Committee shall evaluate the Interim Superintendent twice during the 2021–2022 school year. The first evaluation shall be a three (3) month review to be conducted in October, 2021, and the date for the second evaluation will be set by the Committee at the conclusion of the first assessment. The Committee shall evaluate the Interim Superintendent once during the Extension Term, if applicable, at a time to be determined by the Committee and the Interim Superintendent.

C. The Committee’s evaluation and assessment of the Interim Superintendent shall be reasonably related to the duties of the Interim Superintendent as outlined in the Interim Superintendent’s job description and shall be based on the progress towards accomplishing the goals identified in Section 8(A), above. The Committee shall consult with the Interim Superintendent on the evaluation instrument to be used by the Committee in its evaluation of the Interim Superintendent. Prior to the evaluation, the Interim Superintendent shall report in writing to the Committee updates, accomplishments, and progress toward and attainment of the goals and objectives established in 8(A), above.

D. The Committee and the Interim Superintendent shall deliberate as permitted under the Massachusetts General Laws regarding the Interim Superintendent’s evaluation and the Committee shall provide the Interim Superintendent with a copy of the written evaluation at least ten (10) workdays prior to the meeting of the Committee scheduled to discuss the evaluation with the Interim Superintendent. The Vice Chair shall complete the evaluation form for the Committee. In conducting the evaluation, the Committee shall speak in “one voice” by voting as an entire Committee on the Interim Superintendent’s performance. The feedback of each member of the Committee regarding each aspect of the evaluation shall not be segregated from the consensus view. In the event that the Committee consensus determines that the performance of the Interim Superintendent is unsatisfactory in any respect, the Vice Chair shall describe in writing in reasonable detail the specific areas of unsatisfactory performance, the specifics which give rise to this determination, and related suggestions for improvement.

E. The Interim Superintendent shall sign the written evaluation completed by the Vice Chair. The Interim Superintendent’s signature shall not indicate necessarily agreement with the content of the evaluation, but rather shall indicate acknowledgement of receipt of the document. The completed and signed evaluation form shall be placed in the Interim Superintendent’s personnel file. The Interim Superintendent may respond to the evaluation in writing and the Committee will attach response to the evaluation in file.

F. The Interim Superintendent shall be provided copies of individual Committee member’s evaluations, and shall meet with each Committee member to discuss the contents of each member’s completed form at a mutually agreeable time.

9. Compensation.

A. The Committee agrees to pay the Interim Superintendent, in consideration of faithful, diligent, and competent performance of the duties and responsibilities of the Interim Superintendent of Schools, in accordance with the regular payroll cycle of the School District. For purposes of this Agreement, a contract year shall commence on July 1 and shall end the following June 30. During the initial term of this Agreement, the Interim Superintendent shall be paid a salary of \$230,000 (July 1, 2021 to June 30, 2022). In the case of an extension under Section 3, above, the Interim Superintendent shall be paid a salary which equals [REDACTED] salary for the 2021-2022 school year plus two percent (2.0%) of such salary.

B. The Interim Superintendent's annual salary shall be earned ratably throughout the contract year and shall be subject to withholdings and deductions required by law or authorized by the Interim Superintendent. The Interim Superintendent shall be paid on a semi-monthly basis. The annual salary shall be prorated for work of less than one full contract year.

C. The Committee agrees to provide the Interim Superintendent with up to five (5) Transition Days to meet with [REDACTED] and members of the Superintendent's Cabinet and begin the transition process. These Transition Days will occur in June, 2021, and will be scheduled on days that are mutually convenient for the parties involved. The Committee agrees to compensate the Interim Superintendent on a per diem basis (based on [REDACTED] 2021-2022 annual salary) for each Transition Day.

D. The Interim Superintendent shall not be entitled to overtime or compensatory time. The position of Interim Superintendent is an exempt position under the Federal Fair Labor Standards Act.

10. Vacation Leave.

A. The Interim Superintendent shall be entitled to 25 days of paid vacation per year, exclusive of legal holidays, which [REDACTED] may use at times [REDACTED] chooses so long as [REDACTED] absence does not interfere with the proper performance of [REDACTED] duties. In the event that the Interim Superintendent resigns or is dismissed from the position during the term of the Agreement having completed less than three (3) months of service, the vacation leave will be prorated to ten (10) days, and if less than six (6) months, the vacation leave will be prorated to fifteen (15) working days.

B. It is the intention of the parties that vacation days are to be taken in the year in which they are granted or they are forfeited. The Interim Superintendent may elect to be compensated for up to 15 unused vacation days at the end of the Agreement, or in the case of an extension under Section 3, at the end of each contract year, to be paid by the School District at [REDACTED] daily rate as established by the salary in Section 9.

C. Unused vacation leave shall be paid upon termination of employment in accordance with Massachusetts law.

D. The Interim Superintendent will coordinate [REDACTED] vacation leave with the Chair of the Committee.

11. Sick Leave.

A. The Interim Superintendent shall be granted fifteen (15) days of paid sick leave. Sick leave may only be used for personal illness or as otherwise provided in School District policy.

B. The Interim Superintendent shall not be compensated for unused sick leave days at the end of [REDACTED] employment with the School District.

12. G.L. c. 32B Health/Dental Insurance/Life Insurance. The Interim Superintendent shall be eligible for the group health, dental and disability insurance applicable to management officials of the City of Cambridge at the same premium contribution rate as such insurance is offered to management officials of the City of Cambridge. The Committee shall be obligated to offer to the Interim Superintendent only those health insurance and dental insurance plans that are offered to nonunion management employees of the City of Cambridge. The Interim Superintendent shall also be eligible for the group life insurance applicable to management officials of the City of Cambridge at the same premium contribution rate and at the same coverage ceiling(s) as such insurance is offered to management officials of the City of Cambridge. The Committee shall be obligated to offer the Interim Superintendent only that group life insurance plans that are offered to non-union management employees of the City of Cambridge.

13. Bereavement Leave. The Interim Superintendent shall be entitled to bereavement leave of five (5) consecutive days for the death of an immediate family member, as defined by the School District policy for professional employees, or a relative who resided in the home of the Interim Superintendent, and one (1) workday for the death of a close relative.

14. Personal Days. The Interim Superintendent shall be entitled to personal leave of three (3) days for attending to personal situations which otherwise cannot be handled during non-work time. It is agreed that such days will not be taken immediately prior to or following a holiday or vacation period unless required and unavoidable. Personal days not used in the year in which they are granted are forfeited.

15. Holidays. The Interim Superintendent shall be entitled to a day off with pay for all Massachusetts legal holidays and other holidays authorized by the Committee.

16. Expenses.

A. The Interim Superintendent shall be reimbursed for all necessary and reasonable expenses (excluding commuting) incurred in the performance of the duties of the Interim Superintendent, including cost of transportation and attendance at appropriate local, state, national and international meetings and conferences, and dues for membership in professional organizations or civic organizations, in accordance with the School District budget and City of Cambridge and Committee policies. The Interim Superintendent shall inform the Chair before incurring any of these expenses in connection with [REDACTED] attendance at local, state, national and international meetings and conferences.

B. The Interim Superintendent shall be provided with the use of a School District credit card for expenses associated with the conduct of School District business, subject to appropriate City of Cambridge and School District procedures and policies regarding credit card use. The Interim Superintendent will provide the Committee each February with an annual report of Cambridge Public Schools credit card expenses incurred during the previous calendar year.

17. **Transportation.** The Interim Superintendent shall be provided with the use of a School District-owned or leased automobile for [REDACTED] unrestricted use. The Interim Superintendent agrees that at all times [REDACTED] shall operate and use the automobile in accordance with applicable laws and regulations. Insurance, maintenance, repairs and gasoline in connection with the operation of said automobile shall be paid by the School District. Upon expiration of this Agreement and the Interim Superintendent's employment with the School District, the Interim Superintendent shall return the automobile to the School District.

18. **Technology and Communication.** To facilitate the work and availability of the Interim Superintendent, the School District agrees to provide the Interim Superintendent with reasonable and necessary current or recent technology, communication devices, and computer access, such as a desktop computer, laptop computer, tablet, software and supplies, and smartphone, at both [REDACTED] office and residence for business and limited personal use to enable [REDACTED] to conduct work from either location or from remote locations. To facilitate the work and availability of the Interim Superintendent, the School District also agrees to provide the Interim Superintendent with reasonable and necessary cellular communications, including monthly charges, for business and limited personal use to enable [REDACTED] to conduct work from [REDACTED] office, residence or remote locations.

19. **Outside Professional Activities.** The Interim Superintendent shall devote full time, attention, and energy to the business of the School District. The Interim Superintendent, however, may undertake speaking engagements, writing, or lecturing, whether paid or unpaid, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities of Interim Superintendent and that such activities do not violate any provisions of G.L. c. 268A. Such outside professional activities shall be reported with reasonable promptness to the Chair of the Committee.

20. **Retirement.** The Interim Superintendent shall be entitled to participate in the Massachusetts Teachers Retirement System as required by G.L. c. 32, §2 and in accordance with applicable laws, regulations and rules.

21. **Warranty of Credentials.** The Interim Superintendent represents and warrants the validity of [REDACTED] credentials and experience proffered to the Committee in connection with [REDACTED] application for employment with the School District and acknowledges and agrees that material misrepresentation therein shall constitute good cause for purposes of termination pursuant to this Agreement. The Interim Superintendent agrees that if there is or has been a material change in such information, [REDACTED] will advise the Committee immediately.

22. **Termination of Employment Agreement**

A. **Termination for Good Cause.** During the term of this Agreement, the Committee

may suspend the Interim Superintendent from [redacted] position as interim superintendent and/or may terminate [redacted] employment and this Agreement for good cause. "Good cause" as used herein shall mean, but is not limited to, any one or more of the following: willful misconduct; incompetence; conduct unbecoming a Superintendent; physical or mental incapacity to perform the essential functions of the position with or without reasonable accommodation; failure to meet reasonable performance standards as determined by the Interim Superintendent's evaluations pursuant to Section 8, above; willful neglect of duty; and insubordination regarding lawful directives by the Committee. Prior to any termination for good cause, the Committee shall provide the Interim Superintendent with written notice setting forth with reasonable specificity the reason, reasons, charge or charges against [redacted] and the grounds on which such reason(s) or charge(s) is based. Provided that the Interim Superintendent has made a request in writing to the Chair of the Committee within seven (7) calendar days of receipt of such written notice, the Committee shall provide the Interim Superintendent with a hearing upon said reason(s) or charge(s). The Superintendent shall be afforded all procedural rights available under G. L. c. 30A, §21. The hearing shall be public or private, at the option of the Interim Superintendent, and the Interim Superintendent shall be entitled to have [redacted] legal counsel present to advise [redacted]. The Interim Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the 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.

B. Disability of the Interim Superintendent. If the Interim Superintendent is absent from work on account of a non-work related disability for more than ninety (90) days, the Committee shall have the option of terminating [redacted] employment and this Employment Agreement upon fourteen (14) days' prior notice. If the Committee exercises its option to terminate the Interim Superintendent's employment and this Agreement pursuant to this paragraph, the Interim Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination. The Committee's decision and determination as to the disability of the Interim Superintendent shall be final and shall be based on the opinion of a properly licensed medical doctor.

C. Early Termination by the Interim Superintendent. The Interim Superintendent may resign [redacted] position upon ninety (90) days written notice to the Committee. If the Interim Superintendent is a finalist for consideration for any other employment position [redacted] shall promptly notify the Committee of such in writing.

D. Early Termination by Committee. At any time prior to June 30, 2022, the Committee may terminate the Interim Superintendent's employment without good cause by giving the Interim Superintendent ninety (90) days written notice of termination, such termination to be effective ninety (90) days after such notice is given. In the event that the Committee terminates the Interim Superintendent's employment without good cause, the School District shall pay the Interim Superintendent an early termination payment equal to the salary and benefits due through the end of the contract, not to exceed six-months of [redacted] salary at the annual rate then in effect. Such early termination payment shall be subject to withholdings for state and federal taxes and other

withholdings required by law or authorized by the Interim Superintendent. Such early termination payment shall be made on or about the effective date of the Interim Superintendent's termination from employment.

E. This Agreement and the Interim Superintendent's employment may be terminated at any time by mutual agreement of both parties.

F. Termination of the Interim Superintendent's employment shall terminate this Agreement. Upon termination of this Agreement, the Interim Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of termination. However, with the exception of the early termination payment in Section 22(D), above, if applicable to the Interim Superintendent's termination, the Committee shall not be required to pay, and the Interim Superintendent shall not earn and shall not be entitled to receive, any salary payments or benefits after the effective date of termination.

23. Indemnification.

A. In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide legal counsel and to indemnify and hold harmless the Interim Superintendent against all uninsured financial loss 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 in good faith within the scope of employment or under the direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to claims arising out of actions by the Committee to suspend and/or terminate the Interim Superintendent in accordance with this Agreement or for any other legal proceedings based upon conduct by the Interim Superintendent that is criminal, malicious or intentional misconduct, or outside the scope of official duties or employment.

B. The School District shall indemnify the Interim Superintendent from personal financial loss from legal claims as described above, including legal fees and costs, to the maximum extent permitted by Massachusetts G.L. c. 258, provided that the Interim Superintendent must cooperate with any defense. Further, as a condition of receiving such indemnification, the Interim Superintendent shall, within ten (10) days of the time is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

C. This Section 23 shall survive the termination of this Employment Agreement.

24. Committee Protection. The Interim Superintendent and the Committee agree that the seven individual members of the Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against an individual member of the Committee in personal capacity for any alleged violation of this Agreement; however, this would not prevent any other cause of action that the Interim Superintendent might otherwise have at law and/or in equity.

25. **Notices.** Any notice required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Interim Superintendent or sent by certified-mail to the following:

To the Cambridge School Committee: Cambridge School Committee
459 Broadway
Cambridge, MA 02138

To Interim Superintendent: Address on file with Human Resources or to such other address as the Interim Superintendent submits in writing to the Committee.

All notices shall be effective when provided to the Committee or the Interim Superintendent by United States mail, private tracked courier delivery, or confirmed receipt facsimile, and shall be deemed delivered as of the date of personal service by such courier or facsimile, or as of the date of deposit of such written notice in the United States mail.

26. **Legal Validity/Governing Law.** This Agreement shall be interpreted, enforced, governed and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts, and is consistent with the policies, rules, and regulations of the Committee. If any portion of this Agreement is held unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will be considered severable, will not be affected, and will remain in full force and effect. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document. The parties agree that any disputes shall be resolved or adjudicated in the courts of the Commonwealth of Massachusetts.

27. **Entire Agreement.** This Agreement embodies the entire Agreement between the Committee and the Interim Superintendent with respect to the subject matters herein and the parties acknowledge that there have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement supersedes all prior agreements. This Agreement may not be modified or amended other than by an agreement in writing that has been executed by the parties hereto.

28. **Legal Representation and Understanding.** Each side has had the opportunity to consult with counsel prior to executing this Agreement. Further, each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party. Each party has read the Agreement, understands the content of the document, and has executed it voluntarily.

29. **Ratification.** The parties agree that this Agreement shall be contingent upon, and shall not take effect without, affirmative ratification by the Committee.

30. **Counterparts.** This Agreement will be executed in two counterparts, each of which will 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 caused this Employment Agreement to be subscribed in duplicate.



Date: July 8, 2021

Chairperson, Cambridge School Committee
Mayor, City of Cambridge



Date: June 24, 2021

Interim Superintendent, Cambridge Public School District

CERTIFICATION OF EXECUTIVE SECRETARY TO THE SCHOOL COMMITTEE

THIS IS TO CERTIFY that this Agreement was approved, and the execution thereof on behalf of the Cambridge School Committee of the City of Cambridge was authorized, by a vote of the Cambridge School Committee at a public meeting duly held on June 25, 2021 and has been made a part of the minutes of that meeting.

A solid black rectangular box redacting the signature of the Executive Secretary.

Executive Secretary to the School Committee