

## CANTON PUBLIC SCHOOLS

### Employment Contract for Interim Superintendent of Schools July 30, 2021 – June 30, 2022

**THIS AGREEMENT** is made by and between the Canton School Committee (hereinafter referred to as the "Committee") and [REDACTED]

In consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

#### **1.0 EMPLOYMENT**

The Committee hereby employs [REDACTED] as Interim Superintendent of Schools for the public schools of the Town of Canton, Massachusetts, and [REDACTED] hereby accepts such employment with the terms and conditions set forth below.

#### **2.0 TERM of AGREEMENT/INTERSECTION WITH ASSISTANT SUPERINTENDENT CONTRACT**

**2.1** [REDACTED] (hereinafter referred to as [REDACTED] or the "Interim Superintendent") shall be employed as the Interim Superintendent commencing on July 30, 2021 and continuing until June 30, 2022. [REDACTED] is currently employed by the District as Assistant Superintendent of Teaching and Learning under a contract for the period of July 1, 2020 – June 30, 2023, such contract to be suspended so long as [REDACTED] remains in the role of Interim Superintendent. Upon termination of [REDACTED] role as Interim Superintendent, [REDACTED] will be entitled to return to the role of Assistant Superintendent. At that time, the Assistant Superintendent contract shall resume and, further, shall be renewed for a one-year period (i.e., through June 30, 2024). Upon return to the Assistant Superintendent role, [REDACTED] annual salary for the period of July 1, 2022 - June 30, 2023 shall be \$163,343 and for the period of July 1, 2023 - June 30, 2024 shall be \$166,610, each year representing a 2% increase. In the event [REDACTED] intends to resign from (or not to return to) the role of Assistant Superintendent, he shall provide written notice to the Committee Chairperson at least 90 days prior to his intended departure from the District.

#### **3.0 COMPENSATION**

**3.1** For the 2021- 2022 contract period, the Interim Superintendent shall be paid an annual salary at the rate of \$190,740 (prorated based upon his start date of July 30, 2021).

#### **4.0 DUTIES and RESPONSIBILITIES**

**4.1** The Interim Superintendent shall faithfully perform the duties of superintendent as are derived from all applicable federal, state, local laws and by-laws and from the job description, policies, and regulations of the Massachusetts Department of Elementary and

Secondary Education, Board of Education and the Committee. The Interim Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature of a short-term duration, so long as they do not derogate from his duties as Interim. 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. The Interim Superintendent's absence from the district on a regular work day for the purpose of pursuing his personal professional interests, rather than the interests of the district, requires the approval of the Chairperson of the Committee.

## **5.0 WORK YEAR**

**5.1** The work year shall be on a twelve (12) month basis and the Interim Superintendent shall devote whatever time including evenings and/or weekends as may be required to perform the duties of Superintendent of Schools.

## **6.0 LICENSES**

**6.1** The Interim Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate license for the position of Interim Superintendent of Schools in the Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G.

## **7.0 ADMINISTRATION and SUPERVISION of SCHOOL DISTRICT**

**7.1** The Interim Superintendent shall function as the chief executive officer of the school district and shall have complete freedom, subject to law and any legally binding contracts and policies of the Committee, to organize, reorganize and arrange the administrative and supervisory staff in such way as in the Interim Superintendent's judgment best serves the school district. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, which shall be vested in the Interim Superintendent and his staff, unless otherwise provided by law.

**7.2** The Committee, individually and collectively, shall refer criticisms, complaints and suggestions brought to its attention to the Interim Superintendent for study and recommendation, as appropriate to the circumstances.

## **8.0 REIMBURSEMENT for EXPENSES/EQUIPMENT**

**8.1** Expenses - Upon the approval of the Committee Chairperson, the Committee agrees to reimburse the Interim Superintendent for reasonable expenses incurred and paid by him in the execution of his job as Interim Superintendent.

**8.2 Professional Memberships** - The Committee shall pay the Interim Superintendent's dues for membership in the Massachusetts Association of School Superintendents (MASS), the American Association of School Administrators (AASA) and any other professional association that the parties mutually agree on.

**8.3 Cell Phone** - The Committee shall provide the Interim Superintendent and pay the monthly expenses of 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, his equipment shall remain the property of the Canton Public Schools. The Interim Superintendent, at his discretion, may choose to be reimbursed the flat sum of \$50 per month towards the cost of his monthly cell phone bills. If so, the Interim Superintendent will not receive a District cell phone.

**8.4 Office Technology** - The Interim Superintendent's office will be equipped with up-to-date computer hardware and software to enable him to fulfill his responsibilities as Superintendent. This equipment shall include a laptop, which the Interim Superintendent is free to use outside of his office, including at his home. At the conclusion of his term as Interim Superintendent (or Assistant Superintendent in accordance with Section 2.1) this office equipment, including the laptop, shall remain the property of the Canton Public Schools.

**8.5 Travel Reimbursement** - For travel within the Commonwealth of Massachusetts, the Interim Superintendent will be reimbursed for travel expenses incurred and paid by him, such as actual mileage (at the IRS rate), tolls and public transportation costs, to be submitted on a monthly basis. Reimbursement shall occur within a reasonable period after the submission.

**8.6 Tuition Reimbursement** - The Interim Superintendent shall be reimbursed up to five thousand (\$5,000) dollars annually for tuition for graduate courses he has completed at an accredited college or university, so long as such courses are relevant to enhancing the knowledge and skills necessary to his role as Interim Superintendent and are approved by the School Committee, prior to commencement of the course. If the Interim Superintendent is enrolled in a doctoral program approved by the School Committee, course reimbursement shall be increased to ten thousand (\$10,000) dollars annually for courses in the doctoral program. The total amount of reimbursement in any contract year under article 8.6 shall not exceed ten thousand (\$10,000) dollars.

**8.7 Out-of-State Conference Expenses** - All requests for out of state conferences shall be subject to advance approval of the Committee.

**8.8 Professional Development** - During the term of this Contract, the Committee shall fund the Interim Superintendent's participation in the Massachusetts New Superintendent Induction Program as provided through a partnership between the Massachusetts Association of School Superintendents and the Department of Elementary and Secondary Education, in the amount of \$4,900 for the year.

## **9.0 STATE RETIREMENT SYSTEM**

**9.1** The Interim Superintendent shall be a member of the Teachers' Retirement System as required by the General Laws of the Massachusetts, General Laws, Chapter 32, Section 2.

## **10.0 PERIODIC EXAMINATION**

**10.1** Whenever the Committee deems appropriate, the Committee may require the Interim Superintendent to undergo a medical and/or psychological examination to be conducted by a medical doctor (M.D.) of the Committee's own choosing to determine the Interim Superintendent's ability to perform the essential functions of his position, provided the Committee pays for the cost of said examination to the extent it is not covered by a health insurance program offered by the Town of Canton. The Interim Superintendent's failure to cooperate in any such examination shall be "good cause" for dismissal.

## **11.0 INSURANCE BENEFITS**

**11.1** The Interim Superintendent shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers and other administrators, such benefits not to be reduced unless expressly provided for in this Contract or agreed upon in the future.

## **12.0 ANNUAL VACATION AND HOLIDAYS**

**12.1** The Interim Superintendent shall receive twenty-five (25) working days of vacation, which shall be credited on the first day of the contract year, to be taken in the year in which it is earned. In the event that this Contract is terminated for any reason prior to its expiration date, the Interim Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. In addition to said vacation days, the Interim Superintendent shall be entitled to leave with pay on each holiday recognized by the Commonwealth of Massachusetts or the Committee. The Interim Superintendent's use of vacation time is subject to the Committee Chairperson's approval, which shall not be unreasonably withheld.

**12.2** The Interim Superintendent may buy back (cash in) up to five (5) unused vacation days each year at his per diem rate. For purposes of this and all other provisions of this contract, the per diem rate shall be calculated by dividing the annual salary by 260.

**12.3** Upon termination of this agreement, retirement, or death, all unused accrued vacation leave will be paid to the Interim Superintendent based on 1/260 of the Interim Superintendent's salary. Any unused vacation leave accrued while employed in other capacities in the District will be carried over into this Contract.

## **13.0 LEAVES**

**13.1 Sick Leave** - The Interim Superintendent shall be entitled to fifteen (15) days of sick leave during each year of his Contract. All unused sick leave accrued while employed in previous capacities in the District will be added to the Interim Superintendent's contract. Sick leave may be accumulated on a year to year basis to a maximum of 180 days. In addition to personal injury or illness, the Interim Superintendent may use a maximum of ten (10) days of his accrued paid sick leave each year for illness in his immediate family (spouse, child, parent, or relative living within his household).

**13.2 Bereavement Leave** - In case of death during the school year of any member of the Interim Superintendent's family (grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding three (3) school days. In case of death during the school year of the Interim Superintendent's spouse, parent, child, or person living in the Interim Superintendent's household, no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding five (5) school days. In case of death during the school year of the Interim Superintendent's nephew, niece, or other relative not mentioned elsewhere in this Section, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

**13.3 Personal Leave** – The Interim Superintendent shall be entitled to three (3) personal days during each year of his contract, to be used at his discretion, with prior approval of the Committee Chairperson.

## **14.0 EVALUATION**

**14.1** Within 90 days of the execution of this Contract, the parties shall meet to establish Committee goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Interim Superintendent is evaluated as hereafter provided. On or prior to September first of each succeeding school year, the parties will meet to establish goals and objectives in the same manner and with the same effect as heretofore described.

**14.2** The Committee shall evaluate and assess in writing the performance of the Interim Superintendent at least once per year during the term of this Contract. The evaluation and assessment shall be reasonably related to the position description of the Interim Superintendent and the goals and objectives set by the Committee for the year in question.

## **15.0 PERFORMANCE**

**15.1** The Interim Superintendent shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Interim Superintendent and must be so noted in writing.

## **16.0 INDEMNIFICATION**

**16.1** The School Committee shall indemnify the Interim Superintendent as required by law. In addition, the Committee (or Town if applicable), at its discretion, may further indemnify the Interim Superintendent as permitted by law.

## **17.0 TERMINATION**

This Contract shall be terminated based upon the provisions set forth below. The termination of this Contract shall have no impact on the contract by which [REDACTED] is employed as Assistant Superintendent, provided that the then-acting Superintendent in coordination with the Committee may simultaneously proceed with termination under the Assistant Superintendent Contract. In the event this Contract and/or the Assistant Superintendent Contract is terminated, any and all financial and other obligations of either party under the applicable contract shall cease.

**17.1 Mutual Agreement** – This Contract may be terminated at any time by mutual agreement of the parties.

**17.2 Resignation** – In the event that the Interim Superintendent desires to terminate this Contract before the term of service shall have expired, the Interim Superintendent may do so by giving at least 90 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.

**17.3 Dismissal for Cause** – Notwithstanding any provision to the contrary, the Committee may dismiss the Interim Superintendent, and thus terminate his contract, for good cause. As used herein, "good cause" shall mean any grounds put forth that are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. Prior to any dismissal for good cause, the Committee Chairperson will notify the Interim Superintendent of the intended dismissal with an explanation of the grounds therefore and, if the Interim Superintendent so requests, will provide him with an opportunity for a meeting *with the Committee* to review the decision and to present information pertaining to its basis and to the employee's status.

**17.4 Disability** – In the event of disability by illness or incapacity, the Committee may terminate this 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) has been absent from his or her employment, for whatever cause, for 90 consecutive days. If a question arises concerning the capacity of the Interim Superintendent to return to his or her duties, the Committee may exercise its option under Section 10.1 to require the Interim Superintendent to submit to a medical examination.

**17.5 By Death of the Interim Superintendent**

**18.0 ADMINISTRATIVE LEAVE**

**18.1** At any time during the term of this Contract when the Committee Chairperson deems it in the best interest of the district, he or she may place the Interim Superintendent on administrative leave with full pay and benefits. Such administrative leave shall continue until the Committee as a whole meets and decides otherwise.

**19.0 ENTIRE AGREEMENT**

**19.1** This Contract embodies the whole agreement between the Committee and the Interim Superintendent and supersedes all prior agreements between the parties. There are no other inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

**20.0 WAIVER**

**20.1** The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties unless said waiver is in writing and signed by both parties.

**21.0 INVALIDITY**

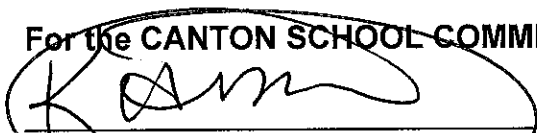
**21.1** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

**22.0 CONSTRUCTION OF AGREEMENT**


**22.1** This Agreement shall be executed in duplicate, each of which shall constitute an original and shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.


IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate this 30 day of July, 2021.

For the CANTON SCHOOL COMMITTEE by:

  
Chairperson of the Committee

Assented to by:



RB/Canton/ad-21-07 supt trans/21-07-21-interim  for sig