

## SUPERINTENDENT OF SCHOOLS

### CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made as of February 14, 2017 by and between the Concord School Committee and the Concord-Carlisle Regional District School Committee (each hereinafter referred to as a "Committee" and together as the "Committees") and xxxxxxxx, hereinafter referred to as the Superintendent.

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT: The Committees hereby employ xxxxxxxx as Superintendent of the public schools of the Town of Concord and the Concord- Carlisle Regional School District, respectively, and the Superintendent hereby accepts employment on the following terms and conditions:
2. TERM: Subject to the provisions for termination hereinafter set forth, the term of this Agreement shall be for three (3) years beginning on July 1, 2017, and ending on June 30, 2020. Thereafter, this Agreement between the parties shall be extended for successive periods of one (1) year without further action by the parties unless the Committees or the Superintendent shall have given notice of intent not to extend the Agreement beyond its expiration. Notice of either the School Committees' intent or the Superintendent's intent not to extend the contract upon expiration hereunder must be given by certified mail, return receipt requested, to the other party at her or its address of record, at least one year prior to the then current expiration date of the Agreement, and such notice shall be effective upon mailing. By affirmative vote of the Committees, and upon acceptance by the Superintendent, this Agreement may be extended for an additional term, not to exceed three years, on such terms as the parties may agree.
3. COMPENSATION: The Superintendent shall be paid at an annual salary rate commencing July 1, 2017 of \$200,000 per year (less legally required deductions and withholdings), payable in equal installments in accordance with the schedule of salary payments in effect for other employees. The annual salary rate paid to the Superintendent will be increased by 2.25% annually, on July 1, 2018 and July 1, 2019, as applicable. The Superintendent's salary, and any specific benefits or compensation of any kind provided under the express terms of this Agreement or any addendum, modification, or amendment hereto, shall not be reduced during the term of this Agreement, except as expressly provided herein or therein.

4. TERMINATION:

A. In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, she shall *give* as much notice as practicable, and in no event less than ninety days' notice, of her intention to do so. Said notice shall be in writing, shall be sent by certified mail, return receipt requested to the residence of the Chairperson of each Committee, and shall be effective upon mailing.

B. Where just cause exists, the Committees may discharge the Superintendent. For purposes of the Contract "just cause" shall include, but is not limited to, incompetence, 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. Prior to discharging the Superintendent for just cause, the Committees shall provide the Superintendent with a notice of intent to dismiss, to be effective on such date as shall be specified in the notice, with an explanation of the grounds for the dismissal, and if she so requests, a reasonable opportunity within fifteen (15) business days after receiving such notice to address the Committees concerning the decision, provided that the Committees may, in the interim, place the Superintendent on an administrative leave. Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate her. The Superintendent may appeal her dismissal for just cause by filing a petition for arbitration 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 to any party. In determining whether just cause exists, the arbitrator shall consider the best interests of the pupils in the districts and the need for elevation of performance standards.

G. The Committees may terminate this Employment Agreement and the Superintendent's employment at any time prior to the Agreement's expiration date without cause by providing the Superintendent with at least 30 calendar days' written notice. In the event of termination without cause under this paragraph, the Committees shall pay the Superintendent an early termination payment equal to twelve (12) months' salary, which shall be paid in a lump *sum*, minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent, provided that the Superintendent shall not be entitled to receive the early termination payment unless she has signed an effective general release of claims, in the form provided to her by the Committees. In the event of termination pursuant to this paragraph, with the exception of the early termination payment (which shall be paid within five business days of the effective date of the release of claims), the Committees shall not be required to pay, and the Superintendent shall not be entitled to receive, any other payments, other than pay for services rendered prior to the termination date and for any accrued but unused vacation days, after the effective date of termination. The Superintendent may

request to use accrued vacation days prior to the separation from employment and/or the Committees may schedule the Superintendent for vacation days prior to her final day of employment.

D. Upon termination of employment for any reason under this Agreement, the Superintendent shall cease to participate in all benefit plans, except for such rights as the Superintendent may have to continue at her own expense her participation in the Committees' medical, dental and vision insurance programs.

5. DUTIES: xxxxxxxxxxx shall serve as the Superintendent of the Concord Public School District and the Concord-Carlisle Public School District, and she shall perform faithfully, to the best of her ability, all duties and responsibilities of a Superintendent under state and federal law and regulations, and other duties from time to time assigned to her by the either Committee, and she shall use her best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and she shall comply with all applicable laws and regulations.

The Superintendent shall manage the Concord Public School and Concord-Carlisle Public School Districts in a fashion consistent with state law and the policy determinations of the Committees, as provided in M.G.L. Chapter 71, §59. Each party shall respect the competence of the other. Subject in each instance to applicable law: the parties recognize that the Committees are responsible for the interpretation of the communities' educational needs and translation of these needs into policy, and that the Superintendent is responsible for implementing the Committees' policies; the Committees shall look to the Superintendent for advice and recommendations, shall look to the Superintendent to initiate recommendations for Committee action, and shall assign the Superintendent responsibility for implementation of Committee decisions; and the Superintendent shall look to the Committees for direction with respect to matters of policy.

The Superintendent shall report any financial Irregularities to the Committees, including but not limited to any potential deficits.

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal vacation leave.

6. LICENSE: The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate license qualifying her to act as the Superintendent for the Concord Public School and Concord-Carlisle Public School Districts as required by M.G.L. Chapter 71, §38G. Any material misrepresentation on the Superintendent's application for employment or her resume shall constitute good cause for the termination of her employment pursuant to this Agreement.

7. OTHER ACTIVITIES: The Superintendent may accept speaking, writing and lecturing engagements of a professional nature as she sees fit, provided they do not derogate from her duties as Superintendent.
- B. REIMBURSEMENT FOR EXPENSES: The Committees shall reimburse the Superintendent for those expenses reasonably incurred in the performance of her duties under this Agreement. Such expenses, which shall not exceed \$4,000 annually without prior approval of the Committees, may include, but shall not be limited to, costs of transportation and attendance at appropriate local, state and national meetings and conferences. The Superintendent shall be paid a \$3,000 a year car allowance, payable in twelve equal payments, in lieu of any mileage reimbursement, tolls and parking.

The Committees shall provide funds for the purchase of a computer or other technology, including PDA's or communication devices, to be selected by the Superintendent for her use in her place of residence. The Committees agree to allocate up to \$4,000 for such purchases over the life of this Agreement. Technology purchased with these funds shall, at the end of her employment under this Agreement; become the property of the Superintendent.

9. PROFESSIONAL AFFILIATIONS: The Committees shall annually provide funds for membership or subscription in appropriate professional organizations.
10. STATE RETIREMENT: The Superintendent shall be a member of the Teachers' Retirement System as required by the General Laws.
11. BENEFITS: Subject to applicable eligibility requirements, the Superintendent shall be entitled to all insurance benefits (medical, hospital and life) and all other benefits as in effect from time to time for other employees of the Concord Public School and Concord-Carlisle Public School Districts not represented by any labor organization, except to the extent such benefits are duplicative of or inconsistent with the benefits provided for in this Agreement or to be agreed upon in the future (for example, the Superintendent shall not be eligible for mileage reimbursements available to other school employees for business related travel, and shall instead receive the car allowance provided in the Agreement).
12. LEAVES & VACATION:
  - A. On July 1, 2017, and on each July 1 thereafter while she is employed under this Agreement, the Superintendent shall be allotted 30 working days as annual vacation, exclusive of legal holidays. Ten days' vacation may be carried over from one fiscal year to another.
  - B. On July 1, 2017, and on each July 1 thereafter while she is employed under this Agreement, the Superintendent shall be allotted fifteen (15) annual paid sick days,

The Superintendent may carry over any unused sick days from one Contract year to the next, up to a maximum of two hundred (200) days, for her use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committees, and the Superintendent; at the request of the Committees, shall provide a physician's certification of illness. Unused sick leave shall not be reimbursed upon termination or non-renewal of her employment. The Superintendent may take sick leave for family/household members, as needed within her accumulated sick leave, and the Committees, at their sole discretion, may grant additional days, upon request.

The Superintendent may take reasonable amounts of bereavement leave, without loss of pay,

In cases of vacation, sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the Committee Chairs with advance notice, whenever possible, of such vacation or leave.

C. Upon termination of the Superintendent's employment for any reason, or expiration of this agreement, she will be paid for all accumulated and unused vacation days.

### 13. ARBITRATION:

**A** Scope of controversy: Any and all controversies or claim arising out of or relating to any term or condition of this Agreement or the Superintendent's employment hereunder or the termination of such employment, shall be settled and determined solely and conclusively by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association, and the parties hereby expressly waive any right to bring any such controversy or claim in any other forum and waive any right to a trial by jury (provided, however, that claims for discrimination or harassment based on legally protected status ("discrimination claims") shall not be subject to arbitration hereunder and shall instead be brought in accordance with the applicable state or federal statutes; provided further that the Superintendent shall not seek reinstatement in any discrimination claims, and if nonetheless awarded reinstatement the Superintendent shall not resume her position; provided further that for the avoidance of doubt this Section 13 shall in no way affect the forum in which any claims against the Superintendent by third parties shall be brought). Any arbitration proceeding shall be held in Boston, Massachusetts or such other location as the parties may agree. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions and standards of M.G.L. Chapter 150C or if M.G.L. Chapter 150C is determined to be inapplicable, then pursuant to the provisions of M.G.L. Chapter 251 relative to arbitration of commercial disputes or the Federal Arbitration Act, as applicable.

B. Arbitrator's Authority: Either party may invoke the arbitration provision hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within 60 days of the day on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

14. EVALUATION: The Committees shall conduct an annual evaluation of the Superintendent's work. Any deliberations of the Committees concerning such evaluation shall be conducted in accordance with M.G.L. Chapter 30A, §18-25, and the evaluation process shall be conducted in accordance with the requirements of state laws and regulations as in effect from time to time. Subject to any contrary requirements of state law, the Committees shall evaluate the Superintendent's job performance, pursuant to Committees' policy and mutually agreed upon goals (see attached Committees' Policy CBI. If the parties cannot agree on goals, goals may be set by the Committees. The Committees and the Superintendent will meet annually to discuss the relationship. The Superintendent shall be provided copies of Individual Committee members' evaluations and shall meet with each Committee member submitting an evaluation to discuss its contents.
15. INDEMNIFICATION: The Committee shall indemnify the Superintendent when she is acting within the scope of her official duties to the extent permitted and subject to the provisions of M.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 the circumstances for which indemnification is sought. In no case, will individual Committee members be considered personally liable for indemnifying the Superintendent.
16. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the Committees, and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by any party other than those contained herein. This Agreement may not be changed except in writing, executed by the School Committees, and the Superintendent. Any part of this contract may be opened for renegotiation during its term by consent of all parties, 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.
17. INVALIDITY: 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.

IN WITNESS WHEREOF, the Committees, by their Chairpersons, thereunto duly authorized,  
and the Superintendent have hereunto signed and sealed this Agreement.

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