**FOXBOROUGH PUBLIC SCHOOLS**

**FOXBOROUGH, MASSACHUSETTS**

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**(7/1/21 – 6/30/26)**

AGREEMENT made this \_\_\_\_\_\_\_ day of July, 2020, between the Foxborough School Committee, hereinafter referred to as the "Committee," and \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Superintendent." In consideration of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. **EMPLOYMENT:**

The Committee hereby employs \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ as Superintendent of the Foxborough Public Schools and \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ hereby accepts employment as Superintendent of the Foxborough Public Schools, subject to the terms and conditions hereinafter provided.

2. **TERM:**

A. The Superintendent shall be employed for five (5) years, commencing July 1, 2021 and ending June 30, 2026. This agreement specifically excludes any rollover provision.

B. The Superintendent will notify the Committee in writing, by May 1, 2025, if she wishes to commence negotiations for a successor contract. The Committee will respond in writing within thirty (30) days, indicating whether or not it wishes to commence negotiations for a new contract. If both parties desire to pursue a new contract, the parties shall conclude negotiations by August 1, 2025.

3. **COMPENSATION:**

A. The Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of her duties and responsibilities as Superintendent of Schools, an annual salary to be payable in equal installments convenient to the parties, at least once per month, and shall be subject to any adjustments agreed upon by the Committee and the Superintendent pursuant to Section 3.B. below.

7/1/21 – 6/30/22: To be determined

7/1/22 – 6/30/23: To be determined

7/1/23 – 6/30/24: To be determined

7/1/24 – 6/30/25: To be determined

7/1/25 – 6/30/26: To be determined

B. The parties shall meet in each year of this Agreement not less than ninety (90) days prior and not more than ninety (90) days after the commencement of a new fiscal year for the purpose of reviewing the Superintendent's compensation. At no time during the life of this Agreement, or any extension thereof, shall the Superintendent’s salary be reduced.

4. **TERMINATION:**

A. The Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, or other good cause. In that event, prior to the intended termination date, the Superintendent will be given written notice, including a statement of the charges against her in sufficient detail for her to be able to reasonably respond, and a hearing by the Committee, at which the Superintendent may present evidence on her own behalf and be represented by an attorney. Said written notice shall be provided at least fifteen (15) days before the hearing.

B. If the Superintendent desires to terminate this Agreement before her term of service has expired, she may do so by giving at least ninety (90) calendar days' notice of her intention to the Committee or such other notice as mutually agreed to by the parties.

5. **DUTIES:**

The Superintendent shall manage the school system in accordance with state law and the lawful policy determinations of the Committee. She shall faithfully, diligently, and competently perform her duties and responsibilities as Superintendent. She shall serve as the Chief Executive Officer of the Committee and hereby agrees to comply with all policies established by the Committee, except as those policies may conflict with the terms of this Contract or the provisions of state or federal law.

6. **CERTIFICATE:**

Prior to commencement of employment, the Superintendent shall furnish to the Committee and maintain throughout the term of this Contract a valid and appropriate certificate qualifying her to act as Superintendent of the district in the Commonwealth, as required by M.G.L. c.71, §38G.

7. **OUTSIDE ACTIVITIES:**

The Superintendent may accept speaking, writing, teaching, or other engagements, provided they do not interfere with her duties as Superintendent. Any event or activity occurring over a long period of time may only be undertaken at the discretion of the Committee.

8. **ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT:**

A. The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such way as in her judgment best serves the school district.

B. The Superintendent's powers, as described in paragraph A, may be limited by any official action of the Committee that is not in conflict with the terms of this Contract, state or federal law.

C. The Committee, individually and collectively, will promptly refer to the Superintendent for her study, disposition or recommendation all criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the Superintendent's attention. This communication will facilitate the orderly administration of the District and will ensure responsiveness to the public and fairness to the Superintendent.

9. **REIMBURSEMENT OF EXPENSES:**

A. Car/Travel Allowance

The Committee agrees to pay the flat sum of two thousand two hundred dollars ($2,200) annually to the Superintendent for school related travel within the Commonwealth of Massachusetts. Said sum shall be paid to the Superintendent on a semi-annual basis.

B. Professional Development, Dues and Expenses

The Committee shall make available professional development funds, which may be used by the Superintendent to pay for her participation in courses, seminars, conferences, and other professional activities which, in the Superintendent’s judgment, serve to enhance the Superintendent’s performance and skills. The Committee shall reimburse the Superintendent for reasonable in-state and out-of-state travel expenses incurred in the performance of her duties, including transportation costs, lodging, food and conference fees.

The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:

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| (a) | Massachusetts Association of School Superintendents (M.A.S.S) |
| (b) | A.A.S.A. |
| (c) | A.S.C.D. |

The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development the Committee shall pay for the Superintendent’s participation in an executive induction and mentoring program for new superintendents provided by M.A.S.S. during her first year of employment.

10. **OTHER BENEFITS:**

A. Medical, Hospital and Life Insurance

The Superintendent shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the Town to others employed by the Foxborough School Committee.

B. Technology/Cell Phone

The Committee shall provide the monthly sum of $150 in reimbursement to the Superintendent for her use of a PDA/cell phone which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

C. Longevity

The Committee shall provide a yearly stipend of one thousand dollars ($1,000) to the Superintendent as longevity pay. Longevity will be paid in a lump sum in the first paycheck in December.

11. **SICK LEAVE:**

The Superintendent shall be credited with her current number of accrued sick days as well as 20 sick days annually commencing on the first day of this contract and on the first day of each fiscal year thereafter. Unused sick leave may be accumulated without limit. The Superintendent or her estate shall be paid for unused sick leave, upon death or retirement from the Foxborough Public Schools, at a rate of seventy-five ($75.00) dollars per day, up to a maximum of one hundred (100) days.

12. **VACATION:**

The Superintendent shall receive on her date of hire and each subsequent July 1 twenty five (25) vacation days, to be taken in the year in which it is earned or the succeeding year. A maximum of ten (10) vacation days may be carried over into the next contract year and the Superintendent may sell back to the Committee up to ten (10) unused vacation days per year. Any additional unused vacation days shall be deemed waived.

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

13. **EVALUATIONS:**

A. The Committee agrees to evaluate the Superintendent, in writing, once during each fiscal year using the Massachusetts Educator Evaluation System based on M.G.L. c. 71, §38; M.G.L. c150E; the Educator E valuation regulations, 603 CMR 35.00 et seq; and the Model System for Educator Evaluation developed, and which may be updated from time to time by the MA Department of Elementary and Secondary Education. Such written evaluation shall be completed by August 1 of each contract year.

B. The Committee will discuss and review the Superintendent’s job performance, in accordance with the Massachusetts Educator Evaluation System, with the Superintendent once annually in open session. School Committee members may contribute to the Superintendent’s annual evaluation only if they have served on the Committee for the majority of the contract year.

C. The annual evaluation shall consist of a composite document prepared by the Chair of the Committee, reflecting the consensus among the individual Committee members. Should any member prepare an individual evaluation document, such document shall be shared only with the Superintendent and the Chair by such individual Committee member.

D. At the annual meeting in which the Superintendent’s performance is discussed, the Committee shall provide the Superintendent an opportunity to respond to any information brought forth at that same meeting or, at the Superintendent’s election, at a subsequent meeting. All public discussion of the performance of the Superintendent will be conducted by the Committee only in accordance with these provisions, and shall be conducted in open session except for such discussion that is part of negotiations of goals or compensation, which shall be conducted in executive session.

E. In the event that the annual evaluation indicates that the performance of the Superintendent is unsatisfactory in any respect, the specifics which have given rise to this determination, the improvement that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in the evaluation.

F. Any evaluation report delivered by the Committee will be signed by the Superintendent. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent’s personnel file.

G. Nothing in this Agreement will prevent any member of the School Committee from meeting individually and privately with the Superintendent to discuss any matter either might wish to discuss. Prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent’s performance, the Superintendent shall schedule an individual and private meeting with each Committee member so that she may discuss with each member his or her own individual concerns, conclusions and findings concerning the Superintendent’s performance before they are shared with the Committee as a whole. No Committee member may raise in a public discussion, including the open meeting at which the Superintendent’s performance is discussed, any matter not first brought privately and individually to the attention of the Superintendent pursuant to this paragraph.

H. The parties have the right to mutually waive the evaluation of the Superintendent in any year of this Agreement by specific vote or inaction provided, however, that the Superintendent shall not be subject to discipline or discharge based on performance in any year in which the agreed upon assessment is not completed..

14. **PERFORMANCE:**

The Superintendent shall fulfill all aspects of this Contract to the best of her ability. Exceptions shall be in writing by mutual agreement between the Committee and the Superintendent.

15. **INDEMNIFICATION:**

A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of MGL c.258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her then effective per diem rate of pay.

B. This indemnification provision, Paragraph 15, Sections A and B, shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

16. **ENTIRE AGREEMENT:**

This Contract embodies the entire agreement between the School Committee and the Superintendent, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

17. **INVALIDITY:**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement on this \_\_\_\_\_\_\_\_\_ day of July, 2020.

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\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, Ed. D., Superintendent , Chair

Foxborough Public Schools Foxborough School Committee