

**Medford School Committee
Superintendent's Employment Contract**

Agreement made this 12th day of April, 2021, between XXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as the "Superintendent", and the Medford School Committee, hereinafter referred to as the "Committee".

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

1. **Employment**

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

2. **Term**

- a) This agreement shall commence July 1, 2021 and shall terminate June 30, 2025. This agreement specifically excludes any rollover provision.
- b) The Superintendent shall notify the Committee, in writing, on or before June 1, 2024, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c) The Committee, on or before June 30, 2024, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2025, and as of such date the Superintendent's employment shall terminate.
- d) In the event both Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and conclude negotiations by February 1, 2025.
- e) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2025, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

3. **Compensation**

For the 2021 through 2022 contract year the Committee shall pay the Superintendent an annual salary at the rate of \$207,050.

The salary will be increased 2.50% effective July 1, 2022.

The salary will be increased 2.50% effective July 1, 2023.

The salary will be increased 2.50% effective July 1, 2024.

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

4. **Duties and Responsibilities**

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The District and the Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties as such time and places in such manner as the Committee may from time to time direct.

5. **Evaluation**

The Committee shall evaluate the Superintendent's performance in accordance with the applicable standards and procedures set forth in applicable law (603 CMR 35.00) and the model system for superintendent evaluation developed by Massachusetts Department of Elementary and Secondary Education.

The Committee and the Superintendent shall work cooperatively to create a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. The Committee retains the right to set and approve all goals and objectives. These shall be utilized by the Committee as part of the Superintendent's evaluation and shall be considered an addendum to this contract.

The Committee will publicly discuss and review the Superintendent's job performance with her once annually, beginning no later than June 30 each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written report prepared by the School Committee Chairperson, which is a public document and shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon her request, copies of individual Committee member's evaluations prior to the review of her evaluation at the Committee meeting. Written

statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said report.

6. **Outside Professional Activities**

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent.

7. **Certificate**

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. **Dismissal or Suspension**

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

The Superintendent shall be subject to discharge for good cause by a two-thirds vote of the School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer 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 of insubordination.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, 15 days' notice of the time and place of a hearing thereon, and a hearing before the committee, which hearing shall be open to the public if the School Committee so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at her own expense. The Superintendent may appeal her dismissal for good cause by filing a petition

with the American Arbitration Association. In a challenge to a discharge of the Superintendent, the award may include back pay damages for the balance of the contract term after the discharge and shall not include the reinstatement of the Superintendent to any position.

9. **Reimbursement for Travel, Expenses, and Dues**

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

10. **Sick Leave**

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (125) one hundred twenty-five days. There shall be no "sick leave buyback".

11. **Health Insurance**

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

12. **Vacations**

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent shall be allowed to carryover or may buy back (10) ten days in any (1) one contract year. Any additional days will be forfeited. The Superintendent shall provide notice to the Committee by June 1st of any contract year of her intent to buy back any vacation days. If the Superintendent resigns or retires prior to June 30, she will receive a pro-rata share of vacation based upon the numbers of months worked.

13. **Personal Leave**

The Superintendent shall be entitled to three (3) personal days. These days may be utilized for imperative personal business and/or legal obligations that could not be effectively conducted outside of the work day. Personal days shall not be cumulative. The Chair of the Committee shall be notified of the use of all personal days in advance or as soon as possible if due to an emergency situation.

14. **Bereavement Leave**

The Superintendent will be allowed up to (5) five consecutive days for bereavement.

15. **Holidays**

The Superintendent shall be entitled to all holidays recognized by the Committee and made available to other full year district employees.

16. **Group Income Protection Insurance**

Payroll deductions for a group income protection plan (to be paid by the Superintendent) shall be made available by the Committee.

17. **State Retirement Association**

The Superintendent shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

18. **Warranty of Credentials**

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

19. **Termination by the Superintendent Prior to Expiration**

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (120) one hundred twenty days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider termination on less than (150) one hundred fifty days' notice.

20. **Professional Development**

The Committee and Superintendent recognize the complexity of the position of Superintendent requires regular and continuous professional development. The Committee agrees to appropriate up to \$5,000 per contract year for professional development of the Superintendent approved by the Committee including participation in any executive mentoring program provided by M.A.S.S. during the contract.

21. **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, or for assistance in any other proceeding, including but not limited to, grievance administration, arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body for any day or part thereof during which such assistance is rendered at her then effective per diem rate of pay or \$500.00, whichever is greater.

B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.

C. This indemnification provision, Article XI, A, B., and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

22. Entire Agreement

This contract embodies the whole agreement between the 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. This may not be changed except by agreement of all parties in writing.

IN WITNESS THEREOF, the undersigned have executed this the contract the day and year aforesaid.

MEDFORD SCHOOL COMMITTEE