

**MEDWAY PUBLIC SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR
ASSISTANT SUPERINTENDENT**

THIS AGREEMENT is made this 8th day of June, 2021, by and between the **MEDWAY PUBLIC SCHOOL DISTRICT** (hereinafter, the “**DISTRICT**”), acting by and through its Superintendent of Schools, Armand Pires, who acts hereunder in his official capacity only and without any personal liability to himself, and **THE ADMINISTRATOR**, of Massachusetts, (hereinafter, “**THE ADMINISTRATOR**” or the “**ASSISTANT SUPERINTENDENT**”).

WHEREAS, the **DISTRICT** desires to employ the services of **THE ADMINISTRATOR** as the **ASSISTANT SUPERINTENDENT** and **THE ADMINISTRATOR** desires to be employed in this capacity by the **DISTRICT**; and,

WHEREAS, it is the desire of the **DISTRICT** to describe and define the job duties and job responsibilities of the **ASSISTANT SUPERINTENDENT**, fix her salary, and provide for benefits and working conditions; and,

WHEREAS, **THE ADMINISTRATOR** represents that she is qualified and capable of performing the duties and responsibilities of said position;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt of which is hereby acknowledged, the **DISTRICT** and **THE ADMINISTRATOR** agree as follows:

1. **EMPLOYMENT**: The **DISTRICT** hereby agrees to employ **THE ADMINISTRATOR** as the **ASSISTANT SUPERINTENDENT**, and **THE ADMINISTRATOR** hereby accepts employment on the terms and conditions hereinafter provided.
2. **ASSIGNMENT**: At the inception of this **AGREEMENT**, **THE ADMINISTRATOR** is assigned as the **ASSISTANT SUPERINTENDENT** of the Medway Public Schools. The Superintendent may, after consultation with the **ASSISTANT SUPERINTENDENT**, transfer or assign the **ASSISTANT SUPERINTENDENT** to another comparable position within the **DISTRICT** at any time during the term of this **AGREEMENT** and/or any extended term thereof.
3. **TERM**: The **ASSISTANT SUPERINTENDENT** shall be employed for the period commencing July 1, 2021 and ending June 30, 2024, unless sooner terminated in accordance with the provisions hereof. This **AGREEMENT** specifically excludes any rollover provision.

Discussions for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than December 15, 2023, after written notice by either party of their desire to commence discussions for a successor Agreement. The **DISTRICT** and the **ASSISTANT SUPERINTENDENT**, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in discussions for a successor contract. The Parties shall attempt to conclude their discussions by April 1, 2024.

Anything contained herein to the contrary notwithstanding, this **AGREEMENT** shall automatically terminate on June 30, 2024, unless otherwise agreed upon in writing by the Parties hereto.

4. **DUTIES AND RESPONSIBILITIES:** The duties of the **ASSISTANT SUPERINTENDENT** shall be as set forth in the job description of **ASSISTANT SUPERINTENDENT** attached hereto and incorporated herein by reference as Addendum A and as may be assigned from time to time by the Superintendent.

The **ASSISTANT SUPERINTENDENT** shall also, subject to the supervision and direction of the Superintendent, diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of the **ASSISTANT SUPERINTENDENT** under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Medway Public School District School Committee, and the directives of the Superintendent. The **ASSISTANT SUPERINTENDENT** shall serve and perform such duties at such times and places and in such manner as the Superintendent may from time to time direct.

The **ASSISTANT SUPERINTENDENT** recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the **DISTRICT** and its schools.

5. **WORK YEAR AND HOURS:**

- a) The work year of the **ASSISTANT SUPERINTENDENT** shall consist of two hundred sixty-one (261) days, over a period of twelve (12) months. As such, her per diem rate is 1/261st of her annual salary.
- b) The **ASSISTANT SUPERINTENDENT** shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the **ASSISTANT SUPERINTENDENT** may have to expend additional time beyond the normal workday and she agrees to do the same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The **ASSISTANT SUPERINTENDENT** shall attend evening, emergency, or such other meetings or conferences as requested by the Committee and/or Superintendent, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

6. **COMPENSATION:**

- a) Effective July 1, 2021, the **ASSISTANT SUPERINTENDENT** shall be paid based upon an annual salary in the amount of \$1.00 pro-rated for less than a full year's (261 days) service. The term "annual" shall refer to the period commencing July 1 and ending June 30.
- b) The Superintendent will meet with the **ASSISTANT SUPERINTENDENT**, not later than June 15, 2022, for purposes of reviewing the **ASSISTANT SUPERINTENDENT's** performance and salary to be effective July 1, 2022. Any adjustment to the **ASSISTANT SUPERINTENDENT** salary shall be at the sole discretion of the **DISTRICT**. The **DISTRICT** makes no representation that any increase in salary shall be granted during the term of this **AGREEMENT**. However, in no event, will the **ASSISTANT SUPERINTENDENT's** annual salary be reduced during the term of this **AGREEMENT**, except by mutual agreement of the Parties hereto.
- c) The **ASSISTANT SUPERINTENDENT** 's salary is payable in equal installments in accordance with the payroll practices and policies of the **DISTRICT** and subject to such withholdings and deductions for income taxes, teachers' retirement, and other deductions, as are authorized by the Parties or required by law.
- d) The **ASSISTANT SUPERINTENDENT** shall receive reimbursement for expenses incurred in the performance of duties, as per the policies of the **DISTRICT** and as approved by the Superintendent.

7. **CONDITIONS OF EMPLOYMENT/FRINGE BENEFITS:** The **ASSISTANT SUPERINTENDENT** employed in the Medway School District under individual contract shall be eligible to receive benefits, subject to the terms and conditions hereinafter provided.

a.) **HOLIDAYS**

The following holidays shall be paid non-workdays provided school is not in session:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr.'s Birthday
Veterans' Day	Washington's Birthday
Thanksgiving	Patriots' Day
Day After Thanksgiving	Good Friday
Day Before Christmas	Memorial Day
Christmas	Juneteenth
Day Before New Year's Day	Fourth of July

b.) **LEAVE**

Sick Leave

1. The Assistant Superintendent shall be granted, in the event of personal injury or illness, up to fifteen (15) sick leave days per contract year.
2. Unused sick leave days may be accumulated up to a maximum of two-hundred five (205) days. There is no compensation for unused sick leave upon separation of employment.

Vacation Leave

The Assistant Superintendent shall earn up to twenty-five (25) days of vacation annually, exclusive of the holidays listed herein, at a rate of 1/26 of the Assistant Superintendent's annual allotment each bi-weekly pay period, commencing July 1 and ending June 30 of each year. The Assistant Superintendent will not accrue any more vacation days unless and until her vacation balance drops below twenty-five (25) days at which time the Assistant Superintendent will resume accruing vacation days until the Assistant Superintendent's maximum annual accrual of twenty-five (25) days has been reached. Any unused vacation days remaining as of June 30 shall be forfeited and have no cash redemption value.

Notwithstanding that the Assistant Superintendent will accrue vacation leave on a pro rata basis, the Assistant Superintendent will be allowed to use vacation days before they are actually earned, with advance approval from and at the sole discretion of the Superintendent.

Upon separation from employment with the District, the Assistant Superintendent shall be paid for all accumulated and unused vacation time at her then-current per diem rate. However, if the Assistant Superintendent has used more vacation days than actually earned through the date of separation, the Assistant Superintendent agrees that the District may deduct from the Assistant Superintendent's final paycheck the number of used but not yet accrued vacation days the Assistant Superintendent has taken to that date at her then-current per diem rate.

Personal Leave

The administrator shall receive two personal days per year. These days may be used for personal business that cannot be conducted outside of school hours. These days are not permitted to be used for the purpose of extending a vacation period or for travel. These days do not roll over.

Other Leave

Subject to law, any request for leave not specifically referred to herein shall be submitted in writing to the Superintendent and is subject to his approval.

Education Leave

The Director will be granted twenty (20) Professional Development days with pay during the 2021-2024 contract, for the purpose of completing her doctoral program.

c.) **INSURANCE**

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

d.) **TUITION REIMBURSEMENT**

Assistant Superintendents shall be eligible for reimbursement of tuition and fees in connection with approved coursework up to \$3,000 annually, subject to the following terms and conditions:

1. Tuition and fee reimbursement requests must have the advance written approval from and at the sole discretion of the Superintendent of Schools.
2. The course must be taken at an accredited college, university or professional training school and must be related to the Assistant Superintendent's assignments and responsibilities.
3. The Assistant Superintendent must satisfactorily complete an approved course with a grade of "B" or better, or "Pass" in a pass/fail system.

e.) **TRAVEL EXPENSES**

The District agrees to reimburse the Assistant Superintendent for the use of her vehicle in the performance of his duties (excluding commuting) according to the IRS rate then in effect.

f.) **CELL PHONE**

The District agrees to provide the Assistant Superintendent with a monthly cell phone allowance of up to \$55.00 for the use of the Assistant Superintendent's personal cell phone in the performance of duties.

g.) **STATE RETIREMENT SYSTEM**

The Assistant Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

8. **OTHER ACTIVITIES, PROFESSIONAL DUES, AND PROFESSIONAL EDUCATION:**

- a) The **ASSISTANT SUPERINTENDENT** may accept speaking, writing, lecturing, or other engagements of a professional nature, provided that they do not derogate from her duties as **ASSISTANT SUPERINTENDENT** and the **ASSISTANT SUPERINTENDENT** has received prior approval of the Superintendent.
- b) The Committee shall provide funding for payment of dues or membership to professional associations and/or professional education activities, as determined appropriate by the **ASSISTANT SUPERINTENDENT**, but subject to prior approval of the Superintendent and within the appropriation levels made by the Committee.
- c) The **ASSISTANT SUPERINTENDENT** will receive loan of a **DISTRICT** laptop for home use at the expense of the **DISTRICT**. The laptop is and will remain **DISTRICT** property and shall be returned to the **DISTRICT** at the **DISTRICT**'s request. Further, the **ASSISTANT SUPERINTENDENT**'s use of this device and equipment shall be subject to all terms and conditions of the **DISTRICT**'s computer use and internet use policies, including but not limited to School Committee Policy #92: Digital Learning and Technology Acceptable Use Policy, as amended from time to time.

9. **MEDICAL EXAMINATION:** The **ASSISTANT SUPERINTENDENT** may be required to submit to a medical examination, by a medical provider of the Superintendent's choosing, the cost of which shall be borne by the **DISTRICT**, if, in the judgment of the Superintendent, the **ASSISTANT SUPERINTENDENT** appears to be physically or mentally incapacitated and unable to perform her duties.

10. **CERTIFICATION/LICENSURE:** The **ASSISTANT SUPERINTENDENT** shall furnish and maintain throughout the term of this **AGREEMENT** a valid and appropriate certificate/license qualifying her to serve as a school **ASSISTANT SUPERINTENDENT**, as required by M.G.L. Chapter 71, Section 38G and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary Education. The **ASSISTANT SUPERINTENDENT** agrees that maintenance and possession of a valid and appropriate certificate/license is a condition of continued employment. The **ASSISTANT SUPERINTENDENT** agrees to advise the Superintendent immediately in the event that her license is revoked, suspended, under investigation, and/or otherwise affected in any way.

11. **PERFORMANCE:**

- a) The **ASSISTANT SUPERINTENDENT** shall fulfill all aspects of this **AGREEMENT**. Any exception hereto shall be by mutual agreement between the **DISTRICT**, acting by and through its Superintendent, and the **ASSISTANT SUPERINTENDENT** in writing and subject to the School Committee's prior

approval of applicable policies regarding the same. The Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into educational policy. The **ASSISTANT SUPERINTENDENT** is fully responsible for implementing the policies so established subject to the direction of the Superintendent.

- b) The **ASSISTANT SUPERINTENDENT** **must** inform the Superintendent of any circumstances that would result in the **ASSISTANT SUPERINTENDENT's** absence. In the event of an absence of more than five (5) calendar days, the Superintendent may appoint an Acting Assistant Superintendent. The duration of any acting appointment shall be subject to applicable law and the policies of the School Committee. The Superintendent may require a medical certification prior to the **ASSISTANT SUPERINTENDENT's** return to work.

12. PERFORMANCE EVALUATION:

- a) The Superintendent shall evaluate the performance of the **ASSISTANT SUPERINTENDENT** **annually** using the Massachusetts Model System for Evaluation for Administrators, including but not limited to: the DESE Model Contract Language for Administrators. Such evaluation shall be placed in the **ASSISTANT SUPERINTENDENT's** personnel file.
- b) Nothing contained herein shall limit either the Superintendent from discussing and/or reviewing the **ASSISTANT SUPERINTENDENT's** performance at any time during the term of this **AGREEMENT**.
- c) Failure by the Superintendent for any reason to evaluate the **ASSISTANT SUPERINTENDENT** shall not be considered a material breach of this **AGREEMENT**.

13. NOTICE OF NON-RENEWAL OF EMPLOYMENT: Failure of the Superintendent of Schools to notify the **ASSISTANT SUPERINTENDENT** of the non-renewal of this **AGREEMENT** at least sixty (60) days prior to its expiration shall automatically renew the **AGREEMENT** for an additional one (1) year period. If a timely notice of non-renewal is given to the **ASSISTANT SUPERINTENDENT**, this **AGREEMENT** will automatically terminate on June 30, 2022 and the rights, duties, and obligations of the Parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

It is expressly understood and agreed that the non-reappointment of the **ASSISTANT SUPERINTENDENT** upon the expiration of this **AGREEMENT**, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of this **AGREEMENT** and that the requirements thereof shall not be applicable in such circumstances.

14. **TERMINATION, DEMOTION, AND SUSPENSIONS:**

- a) This contract may be terminated by mutual consent at any time.
- b) In the event that the **ASSISTANT SUPERINTENDENT** desires to terminate this **AGREEMENT** before the term of service shall have expired, she may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools. In such event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. In the event that such notice is given by the **ASSISTANT SUPERINTENDENT**, the rights, duties, and obligations of the Parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The **ASSISTANT SUPERINTENDENT** acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.
- c) As an Assistant Superintendent who has been employed by the **DISTRICT** for less than three (3) consecutive years, the **ASSISTANT SUPERINTENDENT** is not entitled to the “good cause” protections of M.G.L. Chapter 71, Section 41 and may be suspended, demoted, or dismissed during the term of this **AGREEMENT** with or without cause, in accordance with the applicable provisions of M.G.L. Chapter 71, Sections 41 and 42D.
- d) Nothing contained herein shall affect the right of the Superintendent to choose not to renew this **AGREEMENT**.
- e) Nothing contained herein shall affect the right of the Superintendent to lay off the **ASSISTANT SUPERINTENDENT** pursuant to a reduction in force or reorganization resulting from declining enrollment or other budgetary reasons.

15. **CRIMINAL BACKGROUND/FINGERPRINT CHECKS:** Prior to the commencement of the contract term, the **ASSISTANT SUPERINTENDENT** shall authorize and the Superintendent shall perform a so-called CORI/SORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, §38R. The **ASSISTANT SUPERINTENDENT** shall remain subject to such CORI and fingerprint criminal background checks throughout the term of this **AGREEMENT** as may be required by law or School Committee policy. To the extent that the Superintendent becomes aware of any information revealed by the CORI and/or fingerprint criminal background check, which in his sole discretion, renders the **ASSISTANT SUPERINTENDENT** unqualified or otherwise unfit for the position of **ASSISTANT SUPERINTENDENT**, then this **AGREEMENT** will become null and void with no further obligations or recourse to the Parties.

16. **WARRANTY OF CREDENTIALS:** The **ASSISTANT SUPERINTENDENT** warrants the validity of the credentials and experience represented to the **DISTRICT** in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this **AGREEMENT** and the **ASSISTANT SUPERINTENDENT**'s employment.
17. **STATE ETHICS LAWS:** The **ASSISTANT SUPERINTENDENT** is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this **AGREEMENT** and in connection with the performance of her job duties and responsibilities.
18. **ENTIRE AGREEMENT:** This **AGREEMENT** embodies the whole agreement between the **DISTRICT** and the **ASSISTANT SUPERINTENDENT**, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This **AGREEMENT** may not be changed except by a writing by the party against whom enforcement thereof is sought.
19. **SEVERABILITY:** It is understood and agreed by the Parties that if any part, term, or provision of this **AGREEMENT** is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the **AGREEMENT** did not contain the particular part, term, or provisions held to be invalid.
20. **INDEMNIFICATION:** The **DISTRICT** agrees to provide indemnification and legal defense of the **ASSISTANT SUPERINTENDENT** in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the **ASSISTANT SUPERINTENDENT** shall cooperate with the **DISTRICT** and its attorneys and agents in all matters relating to said claim.
21. **SALARY DEDUCTIONS:** This **AGREEMENT** shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the **ASSISTANT SUPERINTENDENT** and agreed upon by the Parties or required by law.
22. **LAW GOVERNING:** This **AGREEMENT** shall be construed and governed by the laws of the Commonwealth of Massachusetts.
23. **COUNTERPARTS:** This **AGREEMENT** shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this **AGREEMENT** and a duplicate thereof on the date set forth above.

ASSISTANT SUPERINTENDENT

**FOR THE MEDWAY PUBLIC SCHOOL
DISTRICT**

The Administrator
Assistant Superintendent

Armand Pires, Ph.D.
Superintendent of Schools

JOB DESCRIPTION

TITLE: **Assistant Superintendent**

QUALIFICATIONS:

1. Master's degree or higher with a major in educational leadership or administration
2. Demonstrated competency in state curriculum frameworks
3. Demonstrated leadership skills
4. Demonstrated ability to work well as part of a team
5. Demonstrated presentation and facilitation skills
6. Extensive knowledge and experience implementing best practices in standards-based instruction
7. At least five years of teaching experience and three years of administrative experience
8. Massachusetts certification or certifiable as assistant superintendent/superintendent.
9. Such alternatives to the above qualifications as the superintendent may find appropriate and acceptable.

REPORTS TO: Superintendent of Schools

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the school committee policies and applicable laws. Responsibilities may include: interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; disciplining employees; addressing complaints and resolving problems.

PERFORMANCE RESPONSIBILITIES:

1. Acts in the absence of the superintendent as the administrator in charge of the district.
2. Establishes and maintains effective working relationships with students, staff, municipal personnel and the broader school community.
3. Assists the superintendent and staff in analyzing personnel and financial issues as they relate to meeting the educational needs of students, and seeks solutions to improve the overall delivery of the educational program and services provided to all students.

4. Leads, oversees and reviews curriculum review, documentation, and alignment.
5. Evaluates and interprets student assessment data and prepares an annual plan for improvement of student achievement.
6. Coordinates the district's mentoring and induction programs.
7. Creates and implements a coordinated and focused professional development program for all district employees.
8. Coordinates the integration of enrichment and remediation services into content areas in grades PreK-12.
9. Provides leadership to task forces and study groups.
10. Writes and administers grants that support the curriculum, the professional development of staff and student achievement initiatives.
11. Reports on educational programs.
12. Provides assistance to school principals in school improvement planning to address student academic needs.
13. Supervises ESL and Title I programs.
14. Works with the Medway Leadership team members to develop and implement the district's technology plan.
15. Performs other duties as assigned by superintendent.
16. Attends school committee meetings as required.
17. Performs additional duties as assigned by the superintendent.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the district's policy on Evaluation of Personnel.

TERMS OF EMPLOYMENT:

Twelve (12) months. Individual contract.

Approved: June 2014