

AGREEMENT

Between
the
METHUEN SCHOOL DISTRICT
and

Brandi L. Kwong, Ed.D.
SUPERINTENDENT

July, 1 2019 – June 30, 2022

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ARTICLE I
PREAMBLE / PROFESSIONAL CERTIFICATION

This contract made this _____ day of June 2019 by and between the hereinafter referred to as the "Committee" and Brandi L. Kwong, Ed.D., hereinafter referred to as the "Superintendent".
WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their expectations, relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

ARTICLE II
EMPLOYMENT / RESIGNATION

EMPLOYMENT:

The Committee hereby agrees to employ the Superintendent as Superintendent of the schools of the District for a period to commence as of July 1, 2019 and to end on June 30, 2022.

This agreement between the parties without further action by the parties shall be extended for successive periods of one (1) year each time the anniversary date of this contract is reached if no further action is taken by the Committee. Notice of the school Committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his/her address of record at least one hundred twenty (120) days prior to the anniversary date of this contract. The "Anniversary Date" of this agreement is defined as the date on which the contract is executed by the Superintendent.

RESIGNATION:

There shall be no penalty for release or resignation by the Superintendent from this contract, or upon one hundred twenty (120) days notification from the Superintendent unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

ARTICLE III
RESPONSIBILITIES / DUTIES

The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. c. 71 §37. The administration of school policy, the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59. The parties hereto agree that:

- A. The Superintendent shall administer and implement curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, discipline or termination of personnel employed or to be employed by the "School District" consistent with State Law and contract obligations.
- B. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent after consulting with School Committee. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis for its rejection of the Superintendent's recommendation, which basis shall be part of the minutes of the meeting.
- C. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the "School District" shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his/her staff under his/her direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- D. The Superintendent and/or his/her designee(s) shall have the right to attend all regular and special meetings of the Committee and all Committee meetings thereof, and shall serve as advisor to said Committees and make recommendations on all matters affecting the "School District". The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
- E. Criticisms, complaints, and suggestions called to the attention of the Committee or individual Committee members by any source shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall advise the Committee of the disposition of such matters.
- F. The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" carrying out statutory, managerial, administrative or supervisory responsibilities.
- G. The Superintendent is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- H. The Committee shall not without the Superintendent's written consent, adopt any policy, by-law or regulation, which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. The Committee agrees that all members shall be trained in roles and responsibilities as required by MGL, c. 71, sec. 36A. This provision shall continue in full force and effect during any period of employment.

- I. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.
- J. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.
- K. 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 at such time and places and in such manner as the Committee may from time to time direct.

ARTICLE IV
STANDARD BASED EVALUATIONS

STATE STANDARDS GOALS & ANNUAL PLAN

The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations shall be accomplished consistent with the provisions of M.G.L., c.30A relative to the Open Meeting Law.

DISTRICT GOALS

In addition to an evaluation using the Principles of Effective Administrative Leadership, the Committee and the Superintendent may also establish specific additional SMART goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

MID & END CYCLE REVIEW

On or before February 1st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle goals. On or before June 20th of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on end-cycle goals. His or her work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement" or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

SUMMATIVE EVALUATION

The Committee shall review the Superintendent's progress at end-cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.

RECEIPT AND SIGNING

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.

CONSENSUS DOCUMENT

The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L. c. 30A, §22(e).

PUBLIC DISCUSSION

All public discussion of the performance of the Superintendent will be conducted by the committee only in accordance with the Open Meeting Law, and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation,' which shall be conducted in executive session. See Mass. A.G. FAQ.

ARTICLE V
SALARY

The Committee shall provide the following salary as part of the Superintendent's compensation:

Initial or Base Salary

The Committee shall pay the Superintendent an annual salary of one hundred eighty seven thousand five hundred dollars (\$187,500) for the 2019-2020 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and shall be set by the Committee each year thereafter following the Committee's public review of the Superintendent's performance as outlined in Article IV above, and after discussion with the Superintendent in Executive Session.

Minimum Salary Increase

On July 1, 2020 and July 1st of each subsequent year of this Employment Contract, the Committee will grant the Superintendent a 2% annual increase.

Additional Merit Increases

Additional annual merit increases, beyond the minimum increases set forth above, may be provided, based on the Superintendent's achievement of set goals as noted in Appendix A. The Superintendent will be compensated two thousand dollars (\$2,000) for each goal met beginning in the 2019-2020 school year. Payment shall be made upon receipt of actual documentation evidencing achievement of said goals. .

At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the Superintendent or his/her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

ARTICLE VI
OTHER BENEFITS

The Superintendent shall be eligible for such insurance coverage or other fringe benefits, including health benefits, as are provided to all administrators in the school system, as amended from time to time.

ARTICLE VII
SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

ARTICLE VIII
PROFESSIONAL CONFERENCES, DUES AND EXPENSES

The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year up to one thousand five hundred dollars (\$1,500).

The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including:

- Massachusetts Association of School Superintendents
- A. A. S. A.
- A.S.C.D.
- Education Weekly

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 cover the cost of the Superintendent's participation in an Induction and Executive Mentoring program provided by M.A.S.S during each of her first three years of employment.

ARTICLE IX
SICK DAYS

- A. The Superintendent shall be credited with ten (10) sick/family illness days annually commencing on the first day of this Contract and on the first day of each fiscal year thereafter. Unused sick leave may accumulate year-to-year to a maximum of twenty (20) days.
- B. Upon execution of this Agreement, the sick days accumulated during the Superintendent's prior service with Methuen shall be credited to the Superintendent. In the event such days are not utilized, the Superintendent will receive on her resignation, retirement, termination or death a sum of money equal to twenty (20%) percent of the number of accumulated sick days not to exceed 100 total accumulated sick days then multiplied by her per diem rate of pay immediately prior to the execution of this Agreement.
- C. The Superintendent shall be entitled to request from the Committee up to five (5) days bereavement leave due to the death of her spouse or immediate family (parents, children, brother, sister, grandparents, grandchildren, or relatives residing in the Superintendent's household).

ARTICLE X
VACATION & HOLIDAYS

- A. The Superintendent shall be entitled to twenty (20) paid vacation days annually, exclusive of legal holidays. On July 1, the Superintendent shall be credited with the annual allotment of vacation days and may use same at his/her discretion. Up to fifteen (15) days may be carried forward from one contract year to the next. The Superintendent at no time may accumulate more than thirty-five (35) vacation days.
- B. All accumulated vacation time will be paid to the Superintendent (or his/her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.
- C. The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other Committee employee.

ARTICLE XI
DISCHARGE

Where good cause exists, the Committee may discharge the Superintendent upon a two thirds vote of the entire Committee, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the charge or charges and cause or causes for his/her proposed discharge and has been given an opportunity for a hearing

before the Committee prior to official action being taken. For purposes of the Contract, “good cause” shall mean any ground that is put forth by the Committee 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 or insubordination. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at her own expense. The Committee shall provide fifteen (15) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action.

ARTICLE XII
ARBITRATION

A. *Scope of Controversy*

Any controversy or claim against the Committee arising out of their capacity or the Superintendent relating to any term or condition of this agreement or employment practices or policies of the Committee, or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The filing party shall provide to the other party a copy of the demand at the time it is filed. 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 of M.G.L. c. 150C or if C. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

B. *Arbitrator's Authority*

In a challenge to a discharge of the Superintendent, the award may include back pay damages for the balance of the contract term after discharge, but under no circumstances may the award include reinstatement of the Superintendent to any position..

ARTICLE XIII
INDEMNIFICATION

- A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of 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 his/her last effective per diem rate of pay or eight hundred dollars (\$800.00), whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to 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 and his/her

counsel shall fully and completely cooperate with the Committee Counsel in the defense of such action provided the parties interests are not adverse.

- C. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

ARTICLE XIV
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. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

ARTICLE XV
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 parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

School Committee Chair

Superintendent

APPENDIX A

GOAL # 1

Science and Technology AP qualifying scores have been unstable for the past 5 years. Chemistry and Environmental Science have the lowest number of qualifying scores historically. From the 2019 baseline, Science and Technology AP qualifying scores will increase by 6% in 2020, will increase from 2020 by 14% from the 2019 baseline and increase by 24% in 2022 from the 2019 baseline.

YEAR	AP Science and Technology 3-5 qualifying score
2014	31.1%
2015	33% (+1.9%)
2016	45.2% (+12.2%)
2017	41.7% (-3.5%)
2018	46.7% (+5%)
2019	Baseline Year
2020	Goal = 6% increase from baseline
2021	Goal = 8% increase from 2020 or 14% from the 2019 baseline
2022	Goal = 10% increase from 2021 or 24% from the 2019 baseline

GOAL #2

Reading scores in grades 3-6 have been stagnant for the two years of the MCAS 2.0. With the adoption and full implementation of our new reading program that is aligned K-6 to the standards assessed, the expectation is that our scores will rise over time.

Year	ELA 3-6 Meeting and Exceeding
2017	44%
2018	43.5%
2019	Baseline
2020	Goal = 5% increase from baseline year
2021	Goal = 8% increase from baseline year
2022	Goal = 10% increase from baseline year

GOAL #3

Our High School Biology MCAS scores of Proficient and Advanced has not risen over the past four years. The high school has begun to focus on the Biology assessment through deeper data analysis to determine what interventions are needed and when. The expectation is that the 2020 (this years ninth grade class) scores will increase by 5% from 2019, 2021 by 7% from 2019, and 2022 by 10% from 2019.

GRADE 10 - SCIENCE AND TECH/ENG				
ACHIEVEMENT LEVEL	2015	2016	2017	2018
ADVANCED	16	15	23	21
PROFICIENT	49	47	47	45
NEEDS IMPROVEMENT	30	34	24	27
FAILING	5	4	5	7