

SUPERINTENDENT OF SCHOOLS CONTRACT OF EMPLOYMENT

This Contract of Employment (hereinafter “the Agreement”) is made as of the date set forth below, by and between the Natick School Committee, (hereinafter referred to as “the Committee”), and [REDACTED], (hereinafter referred to as “the Superintendent” or “[REDACTED]”).

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

1. **EMPLOYMENT:** The Committee hereby employs [REDACTED] as Superintendent of Schools of the public schools of Natick, and the Superintendent of Schools hereby accepts employment on the following terms and conditions.

2. **TERM:** The Superintendent shall be employed for the period covering January 1, 2021 through June 30, 2026. The School Committee shall notify the Superintendent in writing by certified mail return receipt requested to her place of residence on or before January 30, 2026 as to whether it intends to renew said Agreement beyond the expiration date of June 30, 2026. If such notice is not granted, and no additional negotiations have been undertaken, the contract will extend by one (1) year automatically.

3. **SALARY:** The Superintendent shall be paid an annualized salary of two hundred two thousand dollars (\$202,000.00) effective January 1, 2019 through June 30, 2020. The Superintendent is paid at an annual salary rate of two hundred four thousand and twenty dollars \$204,020 for school year 2020-2021. The Superintendent is paid at an annual salary rate of two hundred ten thousand dollars and one hundred forty dollars \$210,140 for school year 2021-2022. The Committee may increase the Superintendent’s salary during the term of this Agreement if, in the Committee’s discretion, her performance as Superintendent warrants such increase. The Superintendent’s salary for any contract year shall not be decreased below that of the previous contract year in which she served as Superintendent. Any salary adjustment made during the term of this Agreement, shall be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Superintendent. The superintendent will be paid merit for the year of 2020-2021 service per the district’s merit policy of \$8,670.43 paid in the first paycheck subsequent to the signing of this contract.

4. **TERMINATION:** In the event the Superintendent desires either to terminate

this Agreement before her term of service has expired or to search for a position with another employer, she will continue to perform all of her duties as Superintendent for at least ninety (90) calendar days after having given the Committee written notice of either such intention. Written notice shall be delivered to the Chair of the Committee.

Throughout the term hereof, the School Committee may terminate this Agreement as set forth in this for “Good Cause” as defined below. Where Good Cause exists, the Committee may discharge the Superintendent upon a two-thirds vote, thereby terminating this Agreement prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) calendar 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 and copies of all relevant documents on which the Committee intends to rely for such action.

For purposes of this Agreement, “good cause” shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. In addition, “good cause” shall be deemed to include loss of the Superintendent’s certification and/or licenses to act as Superintendent; death of the Superintendent; disability of the Superintendent which shall be defined as an illness, injury or other incapacity for a period of at least six (6) months in any twelve (12) month period of time which results in the inability of the Superintendent to substantially perform all of her normal duties and responsibilities.

5. PERFORMANCE: The Superintendent of Schools shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

The Committee shall evaluate the performance of the Superintendent in writing in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent’s performance will be measured. Such instrument shall be considered as part of and

incorporated by reference in this document. The Committee shall evaluate the Superintendent annually consistent with state statutory requirements and applicable case law. Said evaluation shall be signed by the Superintendent and placed in her personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her file.

In addition, the Superintendent shall meet with the Committee at least once every year formally or in executive session consistent with Massachusetts General Laws Chapter 30A, Section 21 for the purpose of negotiating salary and compensation increases in relation to her performance as well as the working relationship between the Committee and the Superintendent.

6. CERTIFICATE: The Superintendent of Schools shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying her to act as Superintendent of a District of the Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G.

7. PROFESSIONAL ACTIVITIES: The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature provided: that they do not interfere with her duties as Superintendent; that she receives no compensation for this work; and that she obtains the prior consent of the Chairperson of the Committee. If the Superintendent is offered and accepts compensation for the above activities, she must utilize vacation days, she must ensure that the activity is consistent with Chapter 268A (Conflict of Interest statute), and she must obtain the prior consent of the Chairperson of the Committee.

8. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Superintendent of Schools for all expenses reasonably incurred in the performance of her duties under this Agreement which directly benefit the Natick Public Schools. Such expenses shall include, but shall not be limited to, the cost of out-of-state transportation or mileage reimbursement at the then-applicable IRS rate, and attendance at appropriate local and state meetings and conferences and the National AASA conference as provided for in the school budget.

In addition to the foregoing expense reimbursements, in keeping with her prior contract, and continuing forward, the Committee shall reimburse the

Superintendent in the amount of five thousand dollars (\$5,000.00) per fiscal year (July 1st through June 30th) for in-state travel and mileage reimbursement. Said reimbursement shall be made in two (2) equal installments of two thousand five hundred dollars (\$2,500.00) each in the first pay periods in July and January. The Superintendent shall not be required to submit itemized travel and mileage forms as a condition of receiving the in-state travel and mileage reimbursement. The Committee, based upon a timely request with a supporting justification of educational benefit to the school system, may reimburse the Superintendent of Schools the cost of attending additional meetings outside the Commonwealth of Massachusetts.

9. STATE RETIREMENT ASSOCIATION: The Superintendent of Schools shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws Chapter 32, Section 2.

10. ANNUAL VACATION: Each July 1 of this Agreement, the Superintendent shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. The Superintendent is encouraged to use all of her allotted vacation days each year. Vacation time in excess of five (5) consecutive days during the school year must be approved in advance by the School Committee. However, should an emergency arise to prevent such use, the Superintendent, with the permission of the Committee, may carry over a maximum of five (5) days into the next fiscal year. To be eligible to buy back unused vacation days in the subsequent year, the Superintendent must notify the Committee chair in writing of her intent to buy back unused vacation days on or before February 1st of any fiscal year. Any unused vacation days that are bought back shall be paid to the Superintendent by the last pay period in June of the fiscal year in which notice is given. Any unused days that are either not used or not bought back will be forfeited without pay. At any one time, the number of accumulated vacation days shall not exceed thirty (30) days. In the event that the Superintendent terminates her employment prior to June 30th, she is entitled only to a pro rata share of vacation for the fiscal year in which her employment ends. If all vacation time has been utilized prior to her termination of employment, a per diem amount will be withheld from her final paycheck.

11. GROUP INSURANCE: The Superintendent of Schools shall be eligible to participate in Town purchased group medical and life insurance on the same basis as other Town employees.

12. OTHER BENEFITS: The Superintendent of Schools shall be entitled to the following other benefits:

A. Sick Pay: Continuing forward for each year that this Agreement is in effect, the Superintendent shall be entitled to fifteen (15) days of sick leave per fiscal year. The Superintendent shall be permitted to accrue unused sick days up to one hundred fifty (150) days, at which time the Committee's obligation under the Agreement hereunder shall cease. In the event of retirement under the Massachusetts Teachers Retirement System or death, the Superintendent of her estate will be paid one day's pay for every four (4) days of sick leave accumulated over one-hundred (100) days to a maximum of twenty-five (25) days.

B. Personal Leave: The Superintendent shall be entitled to be paid for no more than five (5) work days per year missed because of pressing personal business such as illness in the family, death of relatives or close personal friends, and the like. Should there arise in any given year the need for more such personal days, the Superintendent may bring the problem to the attention of the Committee and the parties may agree in writing on use of sick days or other appropriate resolution of that problem. Unused days shall not accumulate from year to year.

C. Jury Duty: The Superintendent will be paid the difference between her regular salary and any amount paid by the court for any time she is required to serve as a juror, provided she makes every reasonable effort to be excused by the court for any jury duty in excess of three (3) days.

13. HEALTH: The Superintendent acknowledges that an essential function of the Superintendent position is the need on a regular basis to be available to work a full work day outside her home on almost every work day plus to participate in several evening meetings per week during many weeks of the year. The Superintendent warrants that she is not aware of any health condition precluding her from performing this essential function. If such a health condition arises during the term of the Agreement, the Superintendent will promptly advise the Committee of its general nature and her physician's medical prognosis. If the Committee requests, the Superintendent will make herself available to be examined by a

physician appointed and compensated by the Committee and/or give permission for such physician to access her relevant medical records for the purpose of providing a second opinion as to said medical prognosis.

14. PERFORMANCE: The Superintendent shall fulfill all aspects of this Agreement. Any exception thereto shall be by mutual agreement between the Committee and Superintendent in writing.

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

16. 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.

17. ARBITRATION: Any disputes as to the meaning, application or interpretation of the provisions of this Agreement will be resolved through binding arbitration pursuant to the American Arbitration Association's (AAA) Employment Dispute Resolution Rules and shall not be subject to litigation in court. The party demanding such arbitration must file for it within thirty (30) calendar days of the act or omission alleged as the contract violation. In any challenge to a discharge of the Superintendent, the Arbitrator's remedial authority shall be limited to an award for back pay damages for the balance of this Agreement term after the discharge and shall not include authority to reinstate the Superintendent to any position.

18. INDEMNIFICATION: The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent in accordance with Massachusetts General Laws Chapter 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable.

19. DEFINITION OF "YEAR": For purposes of this Agreement, the term "year" shall mean fiscal year. The Superintendent shall be granted contract pay and benefits pro rata for any partial years she may serve under this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 12 day of January in the year 2021.

NATICK SCHOOL COMMITTEE

By _____

_____, Chair

Natick School Committee

Superintendent of Schools

_____, Vice Chair

_____, Clerk

Amended 12/10/20 adding salary for FY21 and extending the contract through 6/30/2026.

NOTE: [MGL Ch 71 Section 41](#): A school committee may award a contract to a superintendent of schools or a school business administrator for periods not exceeding **six years** ...