

**AGREEMENT BETWEEN
THE TEWKSBURY SCHOOL COMMITTEE
AND**

**[REDACTED]
SUPERINTENDENT OF SCHOOLS**

This contract made this 26th day of March, 2019 by and between the Tewksbury School Committee, hereinafter referred to as the "Committee," and [REDACTED] 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, goals, 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:

I. EMPLOYMENT

The Committee hereby agrees to employ [REDACTED] as Superintendent of the Schools of the District for a period to commence as of July 1, 2019 and to expire on June 30, 2022.

If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated expiration date that it does not intend to renew this agreement, it shall be renewed for a one year period. The Superintendent shall notify the Chair of the Committee of this provision at least thirteen (13) months prior to the expiration date. Said notice of the School Committee's intent not to renew the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his address of record.

II. 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 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. 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. If the Committee rejects the Superintendent's recommendation, it shall state as required by law, at the meeting at which the appointment is made the basis to its rejection of the Superintendent's recommendation, which basis shall be part of the minutes of the meeting.
- B. The administration of policy set by the Committee, 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 staff under his direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- C. The Superintendent and/or his 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 M GL, c.71, sec. 36A.

- H. 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, and as a highly compensated employee under the FLSA no overtime will be available.
- I. 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.

III. STANDARDS BASED EVALUATION

3.1 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.

3.1(A) DISTRICT GOALS In addition to an evaluation using the *Principles of Effective Administrative Leadership*, the Committee and the Superintendent may also establish specific additional 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.

3.1(B) MID & END CYCLE REVIEW On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. His 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.

3.2 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).

3.2 (A) 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.

3.2 (B) SPECIFIC WRITTEN FEEDBACK In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

3.2 (C) INDIVIDUAL CONCERNS Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent shall schedule one or more individual and private meetings with each Committee member so that he may discuss with each member his own individual concerns, conclusions and findings concerning the Superintendent's performance before they are shared with the Committee as a whole.

IV. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Committee is responsible for setting the Superintendent's salary and other regular compensation which shall include, in consideration for services provided:

A. SALARY

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

1. The Committee shall pay the Superintendent an annual salary of one hundred eighty-five thousand six hundred six dollars (\$185,606.00) for the 2019-2020 contract year.

2. The Committee shall pay the Superintendent an annual salary of one hundred ninety-two thousand six hundred six dollars (\$192,606.00) for the 2020-2021 contract year.
3. The Committee shall pay the Superintendent an annual salary of one hundred ninety-nine thousand six hundred six dollars (\$199,606.00) for the 2021-2022 contract year.
4. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
5. 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 estate in the pay period next following same or upon appointment of a fiduciary for the estate.

B. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Health Insurance

All full-time Administrators shall be entitled to participate in the Town of Tewksbury's current Health Insurance Program at the current rate of contribution.

2. Annuity

In addition to the salary provided, on July 1 in each year of employment, the Committee will pay \$7,500.00, prorated for each month of actual employment, to an insurance or investment company of the Superintendent's choosing as a premium payment on an annuity qualified under Section 403B and MGL Chapter 71, Section 37B.

Should the Superintendent cease employment before June 30 in any year, he shall pay to the Committee a sum which is based on the monthly value of the annuity payment multiplied by the number of months (complete or partial) not worked due to resignation in the 12-month period prior to the aforesaid June 30.

3. Sick Leave

Sick leave accumulated in the course of the Superintendent's previous contract term may be carried over into the current contract. For the current contract, the Superintendent shall earn sick leave at the rate of fifteen (15) days per year. All sick leave shall be cumulative to a total of ninety (90) days.

Sick leave benefits are not convertible into, and cannot be taken in, cash compensation in lieu of such sick pay, and all of the Superintendent's rights to such benefits end and will be forfeited upon termination of employment.

4. Disability Insurance

The Committee shall pay directly to an insurer of the Superintendent's choice, disability insurance premiums on behalf of the Superintendent, which premiums shall not exceed one thousand five hundred dollars (\$1,500.00) per year.

The Superintendent may use sick leave benefits or, if exhausted, accrued vacation or personal leave time, to the extent available, during the initial period of any disability leave.

In the event the Superintendent is unable to render the services required of him hereunder by reason of sickness or other disability, for a period of time extending beyond his sick leave benefits or, if exhausted, accrued vacation, or personal leave time, to the extent available, then in such event the Committee may grant to the Superintendent a supplemental short term disability benefit in an amount not to exceed forty (40%) percent of the Superintendent's pre-disability weekly income for a period of ninety (90) work days, payable by the Committee, which payment shall be the difference between the short-term disability benefit payable to the Superintendent and the regular weekly salary of the Superintendent specified in this Agreement. Accordingly, the Committee shall coordinate the short-term disability benefit herein with any benefit payable to the Superintendent in accordance with law, workers' compensation insurance, or short-term or disability insurance provided for. Additionally, the Committee has the right to subrogate its payments and/or to receive reimbursement from any insurance or statutory benefits payable to the Superintendent in order to avoid a duplication of benefit.

In the event that applicable law requires a payment to the Superintendent in excess of the benefit specified, then the Superintendent shall be paid the greater amount required by law.

C. VACATION & HOLIDAYS

1. The Superintendent shall receive twenty-five (25) working days annual vacation exclusive of legal holidays.
2. The Superintendent may redeem up to fifteen (15) days of unused vacation days at the end of the fiscal year, to be paid to him at his then effective per diem rate of pay. Notification to the School Committee of the Superintendent's exercise of this option shall be made on or before June 1.

3. Up to ten (10) unused or unredeemed vacation days may be carried over from one year to the next, but in no case shall the total number of accumulated or earned days exceed the total of thirty-five (35) days.
4. The Superintendent's vacation shall be scheduled at those times most convenient to the Committee's business and not encouraged while school is in session.

V. EXPENSES

A. TRAVEL REIMBURSEMENT

The Committee shall reimburse the Superintendent six thousand dollars (\$6,000.00) annually as a reimbursement for expenses and travel related to work, payable without voucher.

B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES

1. The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of in-state written voucher for the same, and shall similarly reimburse expenses for regional and national meetings approved in advance by the Committee.
2. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:
 - (a) Massachusetts Association of School Superintendents
 - (b) A.A.S.A.
 - (c) A.S.C.D.

VI. DISCHARGE

Where good cause exists, the Committee may discharge the Superintendent upon a majority 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 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 public or Executive Session at the discretion of the Superintendent and consistent with Open Meeting Law requirements. Because such action may adversely affect property rights and liberty interests, 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 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 and copies of all relevant documents on which the Committee intends to

rely for such action. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

VII. RESIGNATION

The Superintendent upon resignation by the Superintendent from his contract, shall work until the end of the school year. The School Committee will make every effort to find someone to take over the responsibilities of the Superintendent in a timely fashion.

VIII. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the stated compensation with reference to Withholding Tax, other deductions 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.

IX. 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 last effective per diem rate of pay or \$600.00, whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior consent of the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies 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 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, Article IX, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

X. 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.

XI. 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
