

WALTHAM PUBLIC SCHOOLS

SUPERINTENDENT OF SCHOOLS

CONTRACT OF EMPLOYMENT



This agreement made as of May , 2020 by and between the Waltham School Committee (hereinafter, the "Committee") and [REDACTED] (hereinafter, the "Superintendent").

WHEREAS the Committee desires to provide the Superintendent with a written contract of employment 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 contract of employment is necessary to describe their 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

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

I. Employment Term:

The Committee hereby agrees to employ the Superintendent as Superintendent of the Waltham Public Schools for a period commencing on July 1, 2020 and expiring on June 30, 2023. If the Committee wishes to enter into negotiations with the Superintendent for a successor contract, the Committee shall notify the Superintendent on or before November 1, 2022 of such intent. The Committee will, on or before November 1, 2022, vote whether or not to enter into negotiations for a new or extended contract with the Superintendent. There shall be no automatic rollover or extension of this Contract.

- II. Termination By School Committee: Where good cause exists, the Committee may discharge the Superintendent. A decision by the Committee to discharge the Superintendent shall require an affirmative vote of four (4) members 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 or insubordination. The Committee may discharge the Superintendent provided that, the Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal, and if he so requests, he shall be given a reasonable opportunity within (30) thirty work days after receiving such notice to review the decision with the Committee at which hearing he may be represented by an attorney, at his own expense, or other representative to present evidence and to call witnesses pertaining to the bases for the decision and to his status as an employee. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent. Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate him. The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association.

Under no circumstances shall the arbitrator award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

III. Resignation:

In the event that said Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least 120 days written notice of his intention to the Committee. In the event that the Superintendent invokes this Article, he shall time such resignation so as to correspond to the end of an academic year.

IV. Responsibilities/Duties:

The Superintendent shall manage the Waltham Public Schools in a fashion consistent with state law and the policy determinations of the School Committee. He shall perform these duties in good faith and on a full-time basis. He shall use his best efforts to achieve the performance goals and objectives established pursuant to this Contract.

Without limiting the general duties and obligations established herein, the Superintendent shall have the following specific duties and responsibilities:

- A. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, or termination of personnel employed or to be employed by the Waltham Public Schools consistent with state law and contract obligations and School Committee policy.
- B. 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 Waltham Public Schools shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction. The Superintendent shall report any financial irregularities to the School Committee immediately; including but not limited to any potential deficits.
- C. The School Committee and the Superintendent hereby acknowledge that their respective roles in school governance are defined by statute in the Commonwealth of Massachusetts. The School Committee has certain specific powers, roles and responsibilities as more fully defined at Mass. G.L. c. 71, Section 37, which include the power to select and to terminate the superintendent, the review and approval of budgets for public education in the district, and the establishment of educational goals and policies for the schools in the district consistent with the requirements of law and statewide goals and standards established by the board of education. The Superintendent has certain specific powers, roles and responsibilities as more fully defined at Mass. G.L. c. 71, Section 59, which include managing the school system in a fashion consistent with state law and the policy determinations of the School Committee. The School Committee and the Superintendent mutually agree that neither will take any action which knowingly impairs, reduces or otherwise interferes with the other's exercise of their statutory powers, roles and responsibilities.

V. Work Day and Work Year:

The Superintendent shall be employed on a full-time basis during a twelve-month work year. The Superintendent recognizes that the nature of his employment and the level of responsibility is such that he may be required to work at times other than normal work days, including weekends, when necessary to effectively perform his duties and responsibilities.

Because the Superintendent's workday is flexible and frequently extends beyond traditional working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal, sick or vacation leave. The provisions of this paragraph shall not be unreasonably utilized or excessively invoked.

With prior School Committee approval, the Superintendent may accept speaking, writing, lecturing and/or teaching engagements as well as attend professional meetings and professional conferences, as long as such activities do not derogate from his duties as Superintendent.

VI. Performance/Evaluation:

The Committee shall evaluate the performance of the Superintendent on a yearly basis during the period of this Contract, utilizing the so-called Model System for Superintendent Evaluation developed by the Department of Elementary and Secondary Education in accordance with the requirements set forth in the Massachusetts educator evaluation regulations at 603 CMR 35.00.

The summative evaluation reports compiled by the individual Committee members shall be aggregated into a single composite evaluation by a designated member of the Committee, signed by the Superintendent and placed in his personnel file. 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 may attach his response to the evaluation in his file.

A copy of the composite evaluation will be provided to the Superintendent prior to any public discussion of his performance.

A. The performance evaluation may be used for any lawful purpose, including but not limited to, the following purposes:

1. to strengthen the working relationship between the Committee and the Superintendent and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies on the Superintendent to fulfill;
2. to discuss and establish goals for the District for the ensuing year, including Statewide Performance Standards; and
3. to evaluate the quality of his work and the extent to which the goals have been successfully achieved.

B. In addition, the Superintendent shall meet with the Committee after compilation of the composite evaluation referred to above, at least once during the year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.

All public discussion and deliberations conducted for the specific purpose of evaluating the professional competence and 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. If warranted in connection with a proper executive session purpose (i.e. strategy with respect to contract negotiations), conclusions drawn from deliberations about the professional competence and performance of the Superintendent may be part of deliberations in such an executive session.

VII. Certification.

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as the superintendent of schools for the Waltham Public Schools as required by Mass. G.L. c. 71, Section 38G. Any material misrepresentation on the Superintendent's application for employment and related documents or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement. The Superintendent shall promptly notify the School Committee in the event of the loss or suspension of his certificate, or any other discipline relating to his certificate.

VIII. Miscellaneous Provisions.

- A. The Superintendent and/or his designee(s) shall have the right to attend all regular and special public meetings of the School Committee. The Superintendent shall also be expected to attend those executive sessions of the School Committee where his presence is requested by the Committee. If elected, he shall also serve as the Clerk of the School Committee.
- B. Criticisms, complaints and suggestions, called to the attention of the entire Committee, shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the Waltham School District and to ensure responsiveness to the public and fairness to the Superintendent. To the extent that any such matter is not brought to the attention of the Superintendent within a reasonable period of time prior to the Superintendent's summative evaluation, it may not be considered in connection with that summative evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.
- C. Computer/Cell Phone: The Committee shall provide the Superintendent with a cellular telephone and laptop computer for use in the performance of his duties as Superintendent. The Committee will be responsible for payment of the cellular telephone bill. The cellular telephone and laptop computer shall at all times remain property of the School Committee and the Superintendent shall return all of these items at the conclusion of his employment.
- D. OPEB Contributions. Commencing July 1, 2020, and each year thereafter, the Superintendent shall pay, by deduction from his paychecks, an Other Post-Employment Benefits (OPEB) payment of \$5.00 per week, i.e., \$260.00 annually, into the City of Waltham's OPEB Trust Fund and said OPEB Payments shall be isolated within said Trust account for the Superintendent. It will be deducted in equal payments based upon his pay period frequency (i.e., 22 or 26).

IX. Medical Examination.

As a condition of employment, the Superintendent agrees to undergo a pre-employment physical to be scheduled by the Personnel Director for the City of Waltham and to be paid for by the City of Waltham. The Superintendent agrees to cooperate with the Personnel Director to complete said pre-employment physical expeditiously. Employment with the School Department is contingent upon a satisfactory medical exam as determined by the City's personnel director.

In light of the conditions attendant to the Coronavirus Pandemic, the Parties agree that the Superintendent will initially participate in a tele-health examination with a physician designated by the City of Waltham in an effort to satisfy the condition precedent of a satisfactory medical examination. The Superintendent further agrees to grant his primary care physician authorization to discuss his medical and physical condition with the City's designated physician as part of or in addition to the tele-health examination. To the extent that the tele-health examination results, taking into account the information provided by the Superintendent's primary care physician, are determined satisfactory to the

City's personnel director, no further examination will be necessary. However, in the event that the City's personnel director does not find the results of the tele health examination satisfactory, the condition precedent of a satisfactory medical examination shall not be satisfied and the Superintendent will be required to undergo a full in-person examination with a physician designated by the City at a later date when the threat from the Coronavirus has subsided in an effort to satisfy the condition precedent of a satisfactory medical examination.

X. CORI and FINGERPRINTING

As a condition of Employment, the Superintendent shall be required to undergo a CORI check, the results of which must be satisfactory to the Committee. The Superintendent shall also submit to any additional CORI checks as are required under the District's CORI Policy from time to time. The Superintendent shall also be required to comply with all applicable laws and regulations regarding fingerprinting and he shall do so at his own expense.

XI. Compensation:

In consideration of the Superintendent's performance of the duties, responsibilities and obligations required hereunder, the Committee shall provide the Superintendent with the following compensation and fringe benefits of employment:

A. Salary:

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

1. Initial Base Salary: The Committee shall pay the Superintendent an initial base annual salary of Two Hundred Twelve Thousand Dollars (\$212,000.00) beginning on July 1, 2020.
2. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members in the system. All sums, including but not limited to all salary or benefits due under any provision of this Section, due upon resignation, termination, or death shall be paid to the Superintendent or his estate as soon as practicable and if possible, in the pay period next following same or upon appointment of a fiduciary for the estate.
3. Increases to Base Salary: Effective July 1, 2021, the Superintendent's annual base salary shall be increased by two percent (2%). Effective July 1, 2022, the Superintendent's annual base salary shall be increased by two percent (2%).

B. Tax Shelter Annuity Plan: The Superintendent shall have the right to enroll and participate in any tax shelter annuity programs offered by the district, under the same terms and conditions as applicable to other participants, which terms and conditions may be amended from time to time.

C. Medical/related insurance (Health):

The health insurance program(s) available to employees of the Committee, shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the Waltham Public Schools, which terms and conditions, including plan design and contribution rates, may be amended from time to time. Based upon the Superintendent's hiring date of July 1, 2020, the Superintendent shall be eligible to participate as of August 1, 2020 in the health insurance program available to school employees.

D. Life Insurance:

The Superintendent will receive life insurance options commensurate with other City employees the terms and conditions of which may be amended from time to time.

E. Sick Leave:

The Superintendent shall be awarded eighteen (18) sick leave days at the start of each year of the contract. Unused sick leave may be accumulated from year to year with the maximum possible accumulation during the life of this contract of 54 days. The Superintendent shall not be entitled to any sick leave buyback at the conclusion or termination of his employment for any reason.

F. Extended Sick Leave:

If prolonged illness causes the Superintendent to exhaust all accumulated sick leave, upon approval of the Committee, the Superintendent may be granted up to ninety (90) additional sick leave days.

G. Leaves of Absence:

The Superintendent shall be afforded the following leaves of absence:

a) Parental leave, military leave, and other statutory authorized leaves in accordance with the requirements of the applicable law.

b) Family Illness Leave. The superintendent may utilize up to 7 sick days per year to provide bedside care of household attention to a spouse, child, parent or other member of the immediate family or one for whom the Superintendent is the primary care giver. The School Committee reserves the right to require a doctor's certificate attesting to the seriousness of the medical condition.

c) Bereavement Leave Days. The Superintendent shall receive leave with pay of up to five consecutive work days, not to exceed eight calendar days in the event of a death in the immediate family of the Superintendent. Immediate family for the purpose of this paragraph shall be defined as spouse, ex-spouse, parent, guardian, grandparent, brother, sister, son, daughter, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or other relative residing within the household of the Superintendent. The Superintendent shall receive leave with pay of up to three consecutive work days in the event of the death of his aunt, uncle, niece, nephew, step-parent, or step-sibling.

d) Personal Days. The Superintendent shall receive three (3) paid personal days during each year of this Contract.

e) Professional Days. The Superintendent shall be authorized to take up to three (3) paid professional days during each year of this contract. Additional professional days may be granted at the sole discretion of the School Committee.

H. Vacation:

The Superintendent shall receive twenty-five (25) working days of vacation, exclusive of legal holidays, during each year of this Contract. The Superintendent shall not use more than ten consecutive workdays of vacation at any single time. Unused vacation up to a total of ten days may be carried over from one year to the next. Any days carried over from the preceding year must be utilized in the year to which they were carried over or those days shall be lost.

All accumulated vacation time will be paid to the Superintendent or his 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 the Superintendent is required to work.

I. Holidays:

The Superintendent shall be entitled to all holidays observed by the Waltham Public School District Central Office.

J. Expenses Related to Employment:

- a) Out of state travel, in accordance with Committee policy shall require approval prior to commencement to travel and prior to the incurring of any expense. If authorized, the Superintendent shall be paid in such amount as authorized by the Committee.
- b) The Committee shall reimburse the Superintendent for reasonable expenses including travel, food, lodging, and registration expenses of professional conferences in any school year upon submission of written vouchers for the same, provided the expenses are approved by the School Committee in advance.
- c) The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional associations:
 - 1) Massachusetts Association of School Superintendents;
 - 2) American Association of School Administrators;
 - 3) Association for Supervision and Curriculum Development; and
 - 4) Other memberships will be considered by the Committee at the Superintendent's request.
- d) The Superintendent will participate in the M.A.S.S. Induction and Executive Mentoring Program, with the cost of such program being borne by the Committee.

K. Retirement

The Committee makes no representations or warranties concerning the Superintendent's eligibility in the Massachusetts Retirement System or with respect to how the various financial benefits provided for herein will be treated for purposes of calculating any retirement benefit.

XII. Indemnification.

Any claim for indemnification by the Superintendent shall be made pursuant to the provisions of chapter 337 of the Acts of 1983, an Act authorizing the City of Waltham to Expend Money for the Purpose of Indemnifying its Employees and Officials, and shall be governed by the provisions of that Act.

XIII Waiver:

The Parties agree that the failure of a party at any time to require performance of any provision of this Agreement shall not affect, diminish, obviate or void in any way any Party's full right or ability to require performance of the same, or any other provisions of this Agreement, at any time thereafter.

XIV. Invalidity: If a court of competent jurisdiction determines that 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.

XV 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 or referenced herein. The contract may not be changed except in writing, executed by the School Committee and the Superintendent.

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 THEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof.