

**CONTRACT OF EMPLOYMENT  
BETWEEN AND THE**

**WELLESLEY SCHOOL COMMITTEE  
WELLESLEY, MASSACHUSETTS**

This contract (the "Contract") is made as of January 29, 2015 by and between the Wellesley School Committee, hereinafter referred to as the "Committee" and hereinafter referred to as the "Superintendent."

**1. EMPLOYMENT**

The Committee hereby employs as Superintendent of the Wellesley Public School District (the "District") and the Superintendent hereby accepts employment subject to the following terms and conditions.

**2. TERM**

The Superintendent shall be employed from January 1, 2015 through June 30, 2019. The Committee will, prior to June 30, 2018, vote whether or not to enter into negotiations for a new or extended contract with the Superintendent. The Superintendent shall notify the Committee no later than May 1, 2018 of the requirements of the preceding sentence. The failure of the Committee to vote prior to June 30, 2018 shall result in the continuation of this Contract until June 30, 2020. In no event shall the non-renewal of the Contract be considered a termination.

**3. COMPENSATION**

Effective January 1, 2015, the Superintendent's annual salary shall be \$205,000. Every July 1 thereafter, the Superintendent's salary shall be increased by 2%. No later than June 30<sup>th</sup> of each year, the Superintendent shall receive a performance review, at which time he shall be entitled to be considered in the course of his annual evaluation for a merit increase of up to 2% tied to the satisfactory completion of mutually agreed District and superintendent goals.

The Superintendent shall not be entitled to overtime or compensatory time. The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

**4. VACATION**

The Superintendent shall be entitled to 25 working days as annual vacation, which shall be credited to the Superintendent each July 1. Under unusual circumstances, up to ten (10) unused vacation days may be carried over for one year only with Committee approval. The Superintendent shall provide the Committee Chair with advance notice when he intends to use vacation days.

If the Superintendent leaves employment prior to June 30<sup>th</sup> of any year, he is entitled only to a pro rata share of vacation for the fiscal year in which his employment ends. If the Superintendent utilizes vacation time to which he is not

entitled prior to his termination of employment, a per diem amount (calculated based on 220 working days per year) will be withheld from his final paycheck.

#### **5. HOLIDAYS**

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

#### **6. PAID LEAVES OF ABSENCE**

The Superintendent shall be granted 15 paid sick days annually, which shall be credited to the Superintendent each July 1.

The Superintendent may carry over any unused sick days from one fiscal year to the next, up to a maximum of 180 days, for his use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committee, and the Superintendent, at the request of the Committee, shall provide a physician's certification of illness. Unused sick leave shall not be paid out upon termination or non-renewal of his employment. In any one fiscal year, the Superintendent may take up to 15 days sick leave for the illness of an immediate family member, as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. For purposes of sick leave, "immediate family member" is defined as spouse, child or parent of either the Superintendent or his spouse. Upon use of more than 15 days of sick leave in any fiscal year, the Superintendent, at the request of the Committee, shall provide a physician's certification of illness.

The Superintendent is entitled to up to 5 days for bereavement leave for immediate family members and up to 2 days bereavement leave for other relatives. For the purposes of bereavement leave, "immediate family members" are defined as spouse, mother, father, sister, brother, son, daughter, mother-in-law and father-in-law.

In cases of sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such leave.

#### **7. RETENTION BENEFIT**

As an incentive for consistent and long-term leadership, the Committee agrees to pay the Superintendent a retention benefit stipend in the amount of \$7,000 on June 30, 2017, \$8,000 on June 30, 2018, and \$9,000 on June 30, 2019.

If the Superintendent voluntarily terminates his employment with the District on or before June 30 of a fiscal year in which any retention benefit is payable, the benefit for that year shall not be paid. The retention benefit stipend is not part of the Superintendent's base annual salary and is not includable in determining the percentage increases to the Superintendent's compensation described in Paragraph 3.

#### **8. RESIGNATION BY THE SUPERINTENDENT**

In the event that the Superintendent desires to terminate this Contract before his term of service shall have expired, he may do so by giving at least 180 days written

notice of his intention to do so by certified mail to the residence of the Committee Chair. Failure to provide timely notice shall constitute "good cause" for termination, although the Committee, in its discretion, may decide to accept less notice.

#### **9. TERMINATION**

Where good cause exists, the Committee may discharge the Superintendent. For purposes of this Contract, "good cause" shall mean any ground that is put forth by the Committee in good faith that is not arbitrary, irrational, or irrelevant to the task of maintaining an efficient and effective school system. The Committee may discharge the Superintendent provided that the Committee shall provide the Superintendent with the notice and hearing required by law. The Superintendent may appeal his dismissal for good cause, as defined by this Contract, by filing a petition with the American Arbitration Association.

#### **10. CERTIFICATE**

The Superintendent shall maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as the Superintendent for the District as required by Massachusetts General Laws, Chapter 71, Sec. 38G and all other applicable laws and regulations.

#### **11. DUTIES**

The Superintendent shall serve as the Superintendent of the District, and he shall perform diligently, faithfully, professionally, and competently, on a full time basis, the duties and obligations of the Superintendent as provided in the job description, attached hereto, and other duties from time to time assigned to him by the Committee. He shall use his best efforts to achieve the performance goals and objectives established pursuant to this Contract, and he shall comply with all applicable laws and regulations as well as policies of the Committee.

The Superintendent shall promptly report any financial irregularities to the Committee, including but not limited to any potential deficits.

#### **12. REIMBURSEMENT FOR EXPENSES**

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Contract in accordance with the laws of Massachusetts, and the policies of the Committee. The Superintendent shall be paid a \$6,000 a year car allowance, payable in twelve equal payments, in lieu of any mileage reimbursement, tolls and parking. This allowance is intended to cover all costs of local travel within twenty five (25) miles of the District's Central Office. In addition, the Superintendent will be reimbursed for travel expenses to meetings or other District business conducted at locations that are more than twenty five (25) miles from the Central Office. The Superintendent shall be reimbursed for approved additional expenses incurred in the performance of his duties, including but not limited to association memberships, courses, conferences, subscriptions and similar expenses.

### **13. FRINGE BENEFITS**

The Superintendent shall be entitled to all insurance (life, medical, hospital, dental and disability) benefits currently available to other professional personnel in the District; subject to the terms and conditions of said coverage.

### **14. MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination once every year. A statement from the physician, in the form attached as Exhibit A, certifying the competency of the Superintendent shall be submitted to the Committee Chair and shall be treated as confidential information. The District shall pay the cost of said examination and reports.

### **15. ABILITY TO CONSULT**

The Superintendent shall devote his full time, attention, and energy to the business of the District. However, the Superintendent, using vacation time, may accept speaking, writing, lecturing, consulting or other engagements of a professional nature; provided that the activities do not interfere with his performance of duties as Superintendent and are consistent with Massachusetts General Laws Chapter 268A. The Superintendent shall be mindful that he serves as a representative of the District at all times and shall not engage in any outside activities that could bring discredit to the District. The Superintendent shall notify the Committee Chair of the nature of non-District activities in advance of their performance. The Committee Chair must approve the activity in advance, in writing, but such approval shall not be unreasonably withheld.

### **17. EVALUATION**

The Superintendent will submit to the Committee, no later than September 1 of each year, his goals and objectives for the District for the Committee's review and approval. The Committee shall annually evaluate the performance of the Superintendent no later than June 30<sup>th</sup> of each year, in writing, in accordance with the Department of Elementary and Secondary Education procedures and requirements for the evaluation of the superintendents and such other evaluative information as the Committee may obtain. The Superintendent shall have the right to provide the Committee with his written response to the evaluation within thirty (30) days after he receives it.

### **18. INDEMNIFICATION**

The Committee represents that the Town of Wellesley has accepted the provisions of Section 13 of Chapter 258 of the Massachusetts General Laws, which provides that the Town shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars (\$1,000,000). Arising out of any claim, demand, suit, or judgment by reason of any such act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting in the scope of his official duties of employment and in good faith. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon assistance, or for assistance in any other proceeding, including, but not

limited to, grievance administration, arbitration, hearings before any administrative or judicial body at a per diem rate of pay (calculated based on 220 working days per year and his current salary upon cessation of employment).

**19. ENTIRE AGREEMENT**

The Contract embodies the entire agreement between the Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. Any part of this Contract may be changed during its term by mutual consent of the parties, and any amendment shall be in writing, signed by the parties, and attached to this Contract. This Contract shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**20. INVALIDITY**

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 29<sup>TH</sup> day of January, 2015.

Signature

School Committee Signature(s)

**CERTIFICATION OF EXECUTIVE SECRETARY TO THE SCHOOL COMMITTEE**

THIS IS TO CERTIFY that this Contract was approved by a vote of the Wellesley School Committee at a public meeting duly held on January 29, 2015 and has been

made a part of the minutes of that meeting.

\_\_\_\_\_  
Executive Secretary to the  
School

**EXHIBIT A**

**To be printed on physician's letterhead**

**TO THE CHAIRMAN OF THE WELLESLEY SCHOOL COMMITTEE**

**This is to certify that on \_\_\_\_\_, I conducted a comprehensive medical examination of . In my opinion, is competent to serve as superintendent of the Wellesley School District.**

**Date:**

\_\_\_\_\_  
**[physician's name]**

**CONTRACT OF EMPLOYMENT  
BETWEEN  
  
AND THE  
WELLESLEY SCHOOL COMMITTEE  
WELLESLEY, MASSACHUSETTS**

**APPENDIX 1 2015-2016**

In accordance with paragraph 3, *Compensation*, of the Contract made as of January 29, 2015 by and between the Wellesley School Committee and , Superintendent of Schools, the Wellesley School Committee awards a merit increase of 2% (\$4,100), for the satisfactory completion of mutually agreed District and superintendent goals for the 2014-2015 year. The merit increase shall be effective July 1, 2015 and shall be added to the base salary for the 2015-2016 year.

Base Salary January 1, 2015-June 30, 2015	\$205,000
Base Salary July 1, 2015-June 30, 2016	\$209,100
Merit Increase July 1, 2015	<u>\$ 4,100</u>
Total Salary July 1, 2015-June 30, 2016	\$213,200

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chair Wellesley School  
Committee

**CERTIFICATION OF SCHOOL COMMITTEE SECRETARY**

THIS IS TO CERTIFY that this merit increase was approved by a vote of the Wellesley School Committee at a public meeting duly held on September 28, 2015 and has been made a part of the minutes of that meeting.

\_\_\_\_\_  
, School Committee Member and Secretary