

West Bridgewater School Committee

Spring Street School, 2 Spring Street

West Bridgewater, MA 02379

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William Flynn, Chairperson

Donna Hulme, Vice Chairperson

Susan Sullivan, Clerk

James Holden

Molly Smith

Superintendent of Schools Contract

This Agreement made as of July 1, 2020 by and between the West Bridgewater School Committee, hereinafter referred to as the "Committee" and [REDACTED] hereinafter referred to as the "Superintendent".

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

1. Employment

The Committee hereby employs the Superintendent of the West Bridgewater Public School Department and the Superintendent hereby accepts employment.

2. Term

- a. The Superintendent agrees to sign an agreement with the West Bridgewater Public Schools to be employed as Superintendent of Schools for the three years commencing on July 1, 2020. This contract between the parties may be extended by a vote of the Committee at any time during the contract cycle.
- b. If the Committee does not notify the Superintendent by October 2022 of its intent not to renew this agreement, the expiration date shall be extended one (1) year.

3. Compensation

- a. The Superintendent shall receive a base salary of one hundred sixty two thousand dollars (\$162,000.00). Any further increases during subsequent years of the existence of this agreement are subject to negotiations between the parties. Payments will commence as of the effective date of this agreement and will be provided in twenty-six (26) equal installments. At no time during this agreement, or any extension thereof, shall the Superintendent's salary be reduced.
- b. The Superintendent will be awarded an annual cost of living increase equal to at least the negotiated increase awarded to the members of the West Bridgewater Education Association. An annual increase above this cost of living increase may be awarded based on the results of the annual evaluation (see Section five (5) hereunder) and contingent upon the successful completion of three (3) to five (5) specific goals and objectives established by both the Committee and the Superintendent.

4. Duties and Functions

- a. The Superintendent shall perform faithfully to the best of his ability the duties and functions of Superintendent of Schools and shall serve as chief administrative officer of the Committee, and shall have the responsibility to make appointments and to assign, organize, and arrange the professional administrative, supervisory, and ancillary staff in such ways as in his judgment best serve the West Bridgewater Public Schools except as limited by law, contract, or policy.
- b. The Superintendent is to work directly for the Committee and will be responsible for any and all tasks undertaken for the operation of the School Department. Such duties and functions are as defined in the laws of the Commonwealth of Massachusetts and in the job description of the Superintendent and shall include such other duties and functions as from time-to-time may be assigned or amended by the Committee.
- c. The Superintendent will be responsible for creating measurable goals and objectives for himself and directing the creation of such goals and measurements for his staff, to be set, published, implemented, and reviewed on an annual basis with the Committee. The goals and objectives will be developed and reviewed with the Committee on or before October 15th of each year.

5. Evaluation

Each year, during which the contract is in effect, the Committee and the Superintendent shall endeavor to meet within sixty (60) days of the anniversary date for the purpose of evaluating the Superintendent's salary and performance. In addition:

- a. The Superintendent will be evaluated by the Committee on an annual basis, using an evaluation instrument developed jointly by the Committee and Superintendent, incorporating DESE standards, indicators and procedures for evaluating Superintendents. The evaluation will commence prior to, or on the twelfth (12th) month of this contract, and each year thereafter for the annual salary review referred to above. The instrument will clearly articulate the goals and objectives created by the Superintendent and Committee jointly in accordance with Section four (4) above and the standards by which those goals and objectives will be measured.
- b. The evaluation process will result in the formulation of a written evaluation report distributed to all members of the Committee and the Superintendent. On the date established above for discussion of the Superintendent's salary, the Committee and Superintendent will meet to discuss the evaluation and the Superintendent's response thereto; immediately following said discussion, the Committee and the Superintendent will negotiate the Superintendent's compensation package for the following year, including but not limited to his salary. The annual increase will be based on the evaluation of all members of the School Committee. In the case of a "needs improvement" performance, the Chair of the Committee will initiate a written remediation plan with 180 days' opportunity to correct the situation.
- c. The evaluation tool and performance assessment will be used primarily for the following purposes: 1). to strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and members of the Committee the responsibilities for which the Committee relies upon the Superintendent to fulfill; 2). to discuss and establish goals and objectives for the ensuing year, including the impact of Statewide Performance Standards; 3). to establish the basis for incremental merit adjustments to the annual base salary of the Superintendent; and 4). to identify areas of particular strength or weakness in the Superintendent's performance or that of the schools or administration for which he is responsible and to agree upon any corrective action required for the upcoming year.
- d. The Committee, collectively or individually, shall promptly refer to the Superintendent in writing for his study, review, and response to, any and all significant or substantial criticism, complaints, suggestions, narrative, or comments regarding the administration of the schools or his performance.

- c. The Committee shall provide to the Superintendent with a Communication Device under the terms negotiated with the Chair of the Committee on an annual or exception basis or direct reimbursement for use of his personal communication device.
- d. The school district shall provide the Superintendent with a mileage allowance of one thousand five hundred dollars (\$1500.00) per contract year.
- e. The Committee will buy back at the current per diem rate whatever vacation time is left at the time of termination or retirement, not to exceed thirty-five (35) days.
- f. Upon Retirement, the employee will be paid for twenty-five percent (25%) of unused accumulated sick days at the current per diem rate.

11. Professional Development

- a. 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 pay for the Superintendent's participation in the Massachusetts New Superintendent's Induction program. This program is sponsored by the Massachusetts Association of School Superintendents.
- b. In addition, the Superintendent may use up to eight (8) paid days per contract year to attend workshops, seminars, or job related programs to enhance his professional skills and knowledge. General areas of focus will be identified in the creation of the yearly goals and objectives, as described in Section four (4) above; specific professional development opportunities outside those areas will be discussed with the Committee in advance of attendance. The Committee will reimburse the Superintendent for reasonable registration, travel, lodging, and expenses associated with attendance at such programs.

12. Massachusetts Retirement System

The Superintendent shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws, Chapter 31, Section 2.

13. Termination

- a. Termination by the Superintendent: In the event that said Superintendent desires to terminate this agreement before the term of service shall have expired, he may do so by giving at least one hundred twenty (120) days' notice of his intent to do so to the Committee.
- b. Termination for Cause by the Committee: Where good cause exists for termination, the Committee may vote to discharge the Superintendent, thereby terminating the contract prior to the expiration date stated above. Without limiting the meaning of the word "cause" it includes inefficiency, incapacity, or conduct unbecoming a Superintendent. The Superintendent will be given ten (10) calendar days' notice of any meeting of the Committee at which his dismissal will be discussed. Extension of the notice period may be agreed upon mutually by the Superintendent and the Committee. In all other respects that meeting will be conducted in conformance to the Massachusetts Open Meeting Law, Massachusetts General Laws, Chapter 39.

14. Arbitration

- a. Scope of Controversy: Any controversy or claim arising out of the termination of the Superintendent for cause shall be settled and determined by arbitration in accordance with the Labor Arbitration

The West Bridgewater Public Schools do not discriminate on the basis of race, color, sex, religion, national origin, sexual orientation or disability.

Rules of the American Arbitration Association and an award by an Arbitrator appointed pursuant to such rules shall be final and binding on all the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof for enforcement pursuant to Massachusetts General Laws, Chapter 150C.

- b. Arbitrator's Authority: Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within ninety (90) days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms that have not been previously forwarded to the Superintendent, pursuant to the provisions of this contract.
- c. Upon a finding that the termination was improper, the arbitrator may award back pay and benefits, but in no case shall the arbitrator require the reinstatement of the Superintendent to his position.

15. Liability/Indemnification

The School Department will indemnify and defend the Superintendent from personal financial loss and expense, including legal fees and costs, arising out of any claim, action, award, compromise, settlement or judgement attributable to any act or omission of the Superintendent while acting within the scope of his official duties of employment up to the limits provided in Massachusetts General Laws, Chapter 258, and subject to exclusions contained in Massachusetts General Laws, Chapter 258, Section 9-10.

16. Entire Agreement

This agreement embodies the whole agreement between the Committee and the Superintendent, and there are no inducements.

17. Performance

The Superintendent shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual written agreement between the Committee and the Superintendent.

18. Certificate

The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate issued by the Commonwealth of Massachusetts as required by Massachusetts General Laws, Chapter 71, Section 38G.

19. Invalidity

If any paragraph, part of, or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding on both parties.

20. Originals

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.

"Advisory Program" on the sign in or sign out sheet. It is the individual teacher's responsibility to keep track of how many times they sign in late or leave early for "Advisory Program". For safety and security purposes, if possible teachers will notify the office 24 hours in advance of using first block comp time.

9. This Agreement cannot be modified, except by a written instrument signed by both Parties.

10. This Memorandum of Agreement is made without prejudice or precedent and shall not establish any practice by which either party may be bound at any time in the future.

11. The parties acknowledge that they have thoroughly read this Agreement, that they understand it, and that they are entering into it of their own free will.

IN WITNESS WHEREOF, the Committee and the Association have caused their respective representatives to sign this MEMORANDUM OF AGREEMENT on this 23rd day of June 2020,



For the Committee



For the Association