

WESTWOOD PUBLIC SCHOOLS
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT

This Employment Agreement (hereinafter referred to as the "Agreement") is made as of the date set forth at its conclusion, by and between the Westwood School Committee (the "Committee") and [REDACTED] (the "Superintendent").

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

1. **Employment**

The Committee hereby employs [REDACTED] as Superintendent of the public schools of Westwood, and the Superintendent hereby accepts employment on the following terms and conditions:

2. **Term**

This Agreement shall be for a term of five years, commencing July 1, 2020 and expiring on June 30, 2025.

Prior to September 30, 2024, the Committee will 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 July 31, 2024 of the requirements of the preceding sentence. In no event shall any non-renewal of the Agreement be considered a termination.

3. **Compensation**

The Superintendent shall be paid an annual salary, commencing as of the effective date of this Agreement, of two hundred fifteen thousand three hundred seventy eight dollars (\$215,378) per year, payable in equal installments convenient to the parties, but not less often than monthly.

Provided the Superintendent has substantially achieved, in the determination of the Committee, the goals for the first year of the Agreement (see Section 4 below), the salary for the second year of the Agreement (July 1, 2021 to June 30, 2022) shall increase by 2.50% to be \$220,762. The Superintendent will have presumed to have achieved the goals, and thus eligible for the increase, unless informed otherwise by the Chair of the School Committee in writing no later June 30, 2021.

Provided the Superintendent has substantially achieved, in the determination of the Committee, the goals for the second year of the Agreement (see Section 4 below), the salary for the third year of the Agreement (July 1, 2022 to June 30, 2023) shall increase by 2.50% to \$226,281. The Superintendent will have presumed to have achieved the goals, and thus eligible for the increase, unless informed otherwise by the Chair of the School Committee in writing no later June 30, 2023.

The Superintendent's salary increases for the fourth and fifth years of this contract shall be subject to negotiation. The Superintendent shall be informed of her salary increases by the Chair of the School Committee in writing no later than June 30, 2023 and June 30, 2024, respectively.

The Superintendent will be paid a \$150 monthly allowance for job-related expenses, including but not limited to personal expenses incurred for attendance at community and civic activities, fundraisers, and school-related events. The Superintendent will still be entitled to mileage reimbursement for job-related expenses unrelated to her regular commute (see Section 9 below).

4. **Committee Evaluation of the Superintendent**

Prior to the end of each school year, on a date to be determined by the Committee, the Committee shall meet with the Superintendent for the purpose of (a) presenting a written review of her performance, and (b) discussing her job description and performance as well as the working relationship between the Committee and the Superintendent. The Superintendent will be evaluated primarily on the basis of her performance on mutually agreed-upon goals.

5. **Termination**

(a). The Committee, through a majority vote of the entire Committee, may terminate the Agreement before the term thereof shall have expired for good cause. For the purposes of this Agreement, "good cause" shall mean any ground that is put forth by the School Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient and effective school system, and may include, but is not limited to, ineffectiveness, insubordination, incapacity, or misconduct.

(b). Hearing Procedure: A 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) 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.

(c). The Superintendent will provide the Committee with a 120 days' notice of intent to resign or retire from her position. The notice shall be in writing to the Chair of the Committee. Failure to provide timely notice shall constitute good cause for the Committee to terminate the Agreement prior than the intended date of resignation or retirement, although the Committee, in its discretion, may decide to accept less notice.

(d). Non-Solicitation: For a period of twelve (12) months after her termination of employment for any reason, the Superintendent shall not recruit, solicit, or hire any Westwood school administrator to work elsewhere or induce any such

Westwood administrator to discontinue her or his employment with Westwood to work elsewhere.

6. **Duties**

The Superintendent shall serve as the Chief Executive Officer of the Committee as defined by the laws of the Commonwealth of Massachusetts. As such, the Superintendent shall be responsible for carrying out all policies as set by the Committee. The Superintendent shall also be responsible for implementation and compliance with all requirements as set forth in State and Federal law.

7. **Certificate**

The Superintendent shall furnish and maintain for the term of this Agreement a valid and appropriate certificate qualifying her to act as Superintendent of the District in the Commonwealth, as required by M.G.L. c. 71, §38(g).

8. **Administration and Supervision of School District**

(a) The Superintendent shall have operational latitude, subject to law and any legally binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such a way as in her best judgment best serves the School District. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel (within the provisions of the Education Reform Act), and shall be vested in the Superintendent and her staff.

(b) The Committee, individually and collectively, shall promptly refer to the Superintendent for her study and recommendation all criticisms, complaints, and suggestions brought to its attention.

9. **Reimbursement for Expenses**

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this Agreement. Such expenses shall be in accordance with Committee policy, budget allocations, and appropriate Town by-law, and shall include, but not be limited to, mileage reimbursement and expenses related to travel for use of personal vehicle for all job-related activities other than those related to her regular commute; costs of transportation and attendance at the appropriate state and national meetings and conferences; professional publications; a cell phone and/or a "smartphone" device; and costs related to professional development required to maintain certification.

If the Superintendent wishes to attend any job-related meeting, conference, or other event outside of Massachusetts, she will provide prior notice and obtain the approval of the Committee Chair.

The Committee shall reimburse the Superintendent for the cost of dues incurred for her membership in the following organizations:

- Massachusetts Association of School Superintendents;

- Suburban School Superintendents
- American Association of School Administrators; and
- Association for Supervision and Curriculum Development.

10. **State Retirement Association**

The Superintendent shall be a member of the Teacher's Retirement System by M.G.L. c. 32, §2.

11. **Fringe Benefits**

The Superintendent shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to other professional personnel, such benefits not to reduce benefits expressly provided for in this Agreement or to be agreed upon in the future. The Committee and the Superintendent may agree to alter components of these benefits or add benefits not currently available to professional personnel.

12. **Annual Vacation, Holiday, Sick Leave, and other Leaves of Absence**

(a) The Superintendent shall receive thirty (30) working days per school year (July 1 – June 30) as annual paid vacation, exclusive of legal holidays. The Superintendent may allow up to ten (10) of these days to accumulate to next year's allocation, provided that at no point may the Superintendent's total vacation entitlement for a year, including accumulation, exceed forty (40) days. The Superintendent may also, in addition to her carryover, receive up to ten (10) days pay for unused vacation time at the end of the fiscal year.

(b) Holidays - The Superintendent shall not be required to work on the following holidays:

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|-------------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| President's Day | Columbus Day |
| Good Friday | Veterans Day |
| Memorial Day | Patriots Day |
| Thanksgiving Day | Christmas Eve |
| Day after Thanksgiving | Christmas Day |
| Rosh Hashanah | |
| Yom Kippur | |

(c) The Superintendent shall be entitled to additional sick leave in an amount equal to, but not in excess of, fifteen (15) days for each year of this Agreement and any extension hereunder. Unused sick leave shall be accumulated from year to year up to a limit of six (6) months' worth of accrued sick time, but shall not be subject to any buyback arrangement whereby the Superintendent would be reimbursed for unused sick days.

(d) Personal Leave: The Superintendent will be allowed, on a non-cumulative basis, three (3) days of paid personal leave per school year (July – June).

(e) Bereavement: The Superintendent will be allowed leave with pay up to four (4) days per school year in the event of death or serious illness in the family.

13. **Tax Sheltered Annuity**

In addition to her annual salary, the Committee agrees to contribute \$10,000 per year to a tax sheltered annuity plan (403(b)) of the Superintendent's choosing.

14. **Tuition Reimbursement**

The Committee agrees to reimburse the Superintendent for all expenses, up to a maximum of \$14,000 per school year (July – June), associated with up to three (3) graduate school courses per school year in connection with her obtaining a Doctorate degree.

15. **Consulting and Training**

The Superintendent shall devote her full time, attention, and energy to the business of the School District. However, the Superintendent may accept speaking, writing, lecturing, consulting, or other engagements of a professional nature of up to 10 days per school year provided the activities do not interfere with her performance of duties as Superintendent and is consistent with M.G.L. c. 268A (conflict of interest law). The Superintendent will provide prior notice and obtain the approval of the Committee Chair of any paid trainings or consulting jobs outside of the School District.

16. **Indemnification**

Subject to M.G.L. c. 258, §9, the Committee agrees, as a further condition of this Agreement, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, hearings and legal proceedings, including legal expenses that may be incurred in defending against said actions, brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the Committee, provided the incident arose while the Superintendent was acting within the scope of her employment. This indemnification shall endure and survive the expiration of this Agreement.

17. **Performance**

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

18. **Entire Agreement**

This Agreement 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.

19. Interpretation/Dispute Resolution

The parties agree that this Agreement was drafted as a Massachusetts contract and shall be interpreted pursuant to the laws of the Commonwealth of Massachusetts. The parties agree that if any dispute arises under this Agreement that cannot be resolved by the parties directly, the dispute shall be submitted to a mutually agreed upon arbitrator (or in the absence of such agreement, one appointed according to the rules of the American Arbitration Association) located in Massachusetts within a 50 mile radius from the town of Westwood for resolution by final and binding arbitration. If the parties are unable to agree on an arbitrator to hear the matter, either party may file a demand for arbitration with the American Arbitration Association which will be administered in accordance with the Voluntary Rules in labor arbitration. 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 attorneys' fees or interest.

20. Invalidity

If any paragraph, part of or rider to this Agreement is determined to be invalid by a court or arbitrator of competent jurisdiction, it shall be deemed not to be a part of this Agreement, shall not affect the remainder of said Agreement, and said remainder shall be binding and effective against all parties.

21. Precedence

Should any provision of this Agreement be determined to be in conflict with any existing or future state laws, regulations or amendments hereto, such laws or regulations shall prevail, but the intent of the Agreement may become the subject matter for discussions between the parties for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulation.

22. Execution

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 WHEREOF, the parties hereunto signed and sealed this Agreement and duplicate thereof.

 

Superintendent of Schools

Dated: January 17, 2020



Chair
Westwood School Committee

Dated: January __, 2020

March 3, 2020