

July 1, 2021

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the School Committee of the Town of Weymouth, hereinafter referred to as the "Committee" and _____, hereinafter referred to as "_____" or "the Superintendent."

NOW THEREFORE, in consideration of mutual promises and covenants, the Committee and _____ agree as follows:

1. **Employment:** The Committee hereby employs in accordance with its statutory authority set forth in Chapter 71 of the Massachusetts General Laws, _____ as Superintendent of Schools and _____ accepts the appointment under the terms and conditions of employment set forth herein.
2. **Term:** The term of this Agreement shall be for the period July 1, 2021, through and including June 30, 2024.
3. **Extension of term:** On July 1, 2023, the term of this Agreement shall be extended for an additional year (July 1, 2025 through June 30, 2026) unless the Committee, prior to July 1, 2023 votes not to extend this Agreement. Similarly, on July 1 of each subsequent year of this Agreement, the term of this Agreement shall be further extended for one additional year unless the Committee prior to August 1 votes not to add a year to the term of this Agreement. The Committee shall give notice to the Superintendent of its intent not to extend this Agreement by certified mail, return receipt requested, to the Superintendent at his address of record no later than July 1, 2022 no later than July 1 for each subsequent year of this Agreement.
4. **Salary:** From July 1, 2021 through June 30, 2024, The Committee shall pay the Superintendent an annualized salary of \$210,000 two hundred and ten thousand dollars, in accordance with the schedule of salary payments in effect for other certified employees. The salary for the second and third years shall be subject to negotiations. At no time during the life of this agreement shall the Superintendent's salary or benefit be reduced unless there is a general salary or benefits revision affecting all employees of the Weymouth Public Schools.
5. The Committee shall meet and confer with _____ prior to February 1 of each year of this Agreement to discuss any extension.
6. **Automobile:** The Committee shall reimburse the Superintendent at the current IRS-approved rate of reimbursement for use of his personal vehicle for out of town travel incurred in the performance of his duties (does not include commute to and from work) under the terms of this Agreement.

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7. **Professional Development:** The Committee and the Superintendent recognize the complexity of the position of the superintendence requires regular and continuous professional development. As a result, the Committee shall reimburse, as authorized by the Chair, the Superintendent for attendance at professional conferences and workshops, including travel, food, lodging and registration, upon submission of written vouchers for professional conferences and workshops. In addition, the Committee shall pay for the Superintendent's participation in the Induction and Executive Mentoring program provided by the Massachusetts Association of School Superintendents during the first, second and third year of this Agreement.

8. **Professional and Association Dues:** The Committee shall pay all dues and associated costs of memberships in the American Association of School Administrators, the Massachusetts Association of School Superintendents and Learning Forward and other national, state and local professional organizations. In addition to such dues and costs, the Committee shall pay all the costs associated with the New Superintendents Induction Program sponsored by the Massachusetts Association of School Superintendents.

9. **Duties:** _____, as Superintendent, shall serve as the Executive Officer of the Committee and Chief Educational Officer of the Weymouth Public School ("WPS") and shall perform the functions of the Executive Officer of the Committee and Chief Educational Officer of WPS, as they are described in Chapter 71, Section 59 of the Massachusetts General Laws. These functions shall include: having charge of the administration of the WPS under the policy direction of the Committee; carrying out the administration and supervision of the WPS, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to affect changes in the WPS; directing, assigning and transferring teacher, principals, and other employees under his supervision; organizing, reorganizing and arranging administrative and supervisory staff, including instruction and business affairs, as best serves the WPS; selecting, assigning and transferring personnel; suggesting policy deemed necessary for the WPS and reasonably interpreting policies, regulations, rules and procedures; directing the financial planning of the WPS, including the preparation of the annual budget and the submission of the budget to the Committee for review and approval; making administrative recommendations on items of business considered by the Committee as the Superintendent deems necessary for the efficient and effective operation of the WPS; acting as the liaison between the WPS and the community; directing a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; attending Committee meetings; establishing and implementing a process, including a means and time parameters, for keeping the Committee up-to-date on developments, initiatives and issues in the WPS; and staying abreast of educational trends and developments by participating in professional development and professional organizations at the local, state and

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national levels. Performance of these duties will generally occur in the workplace and require expenditure of time outside of or in addition to the normal workday and, as a result, the parties agree this position is an "exempt" position under the Fair Labor Standards Act, provided further that, in the discretion of the Superintendent he may occasionally work remotely as he determines appropriate.

10. **No Reassignment:** The Committee will not reassign the Superintendent to any other position within WPS without his express consent.
11. **Professional Speaking and Related Activities.** shall devote his full time, labor and attention to the superintendency during the term of this Agreement and any extension of this Agreement, provided however, that he may with the prior notice of the Committee Chair undertake consulting, speaking engagements, writing, lecturing or engaging in other professional activities and obligations, with or without compensation, so long as the Superintendent's engagement in such activities does not interfere with his carrying out his duties and responsibilities in this Agreement.
12. **Certification:** shall maintain throughout the term of this Agreement and any extension of this Agreement a valid and appropriate certificate qualifying his to act as Superintendent of the WPS in the Commonwealth of Massachusetts, as required by Chapter 71, Section 38G of the Massachusetts General Laws.
13. **Superintendent/Committee Communications and Relationships:**
 - A. No later than August 31, 2021, the Committee and the Superintendent shall meet to develop and discuss the process and procedures for communications between the Committee and the Superintendent. In addition, no later than October 31 of each year of the Agreement, the Committee and the Superintendent shall meet to discuss their working relationship and communications.
 - B. The Committee, individually and collectively, shall refer promptly to the Superintendent for his study and recommendation any and all criticisms, complaints, suggestions, communications or comments that come to Committee's attention for review, investigation and recommendation. Individual members of the Committee also will not give direction to the Superintendent regarding the management of the WPS unless acting on behalf of Committee.
14. **Benefits:** The Superintendent is entitled to all benefits that District-level administrators receive. In addition, the Superintendent shall receive the following benefits:
 - A. **Retirement:** shall participate in the Teachers Retirement System, as required by Chapter 32, Section 2 of the Massachusetts General Laws.

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- B. Vacation Leave: The Superintendent shall be entitled to twenty-five (25) working days of vacation exclusive of legal holidays for each year of this Agreement. The Superintendent shall give notice to the Committee Chair prior to taking vacation days. _____ may be compensated annually at his then daily rate of pay for up to five (5) unused vacation days for each year of the Agreement. The Superintendent shall notify the Committee on or before June 1st of any year of the employment relationship that he intends to redeem not more than 5 accumulated but unused vacation days from the budget of then effective fiscal year. The Superintendent may only accrue a maximum of thirty (30) days of vacation leave or must use or lose any other vacation time. In the event of death, such payment shall be made to his estate. _____ will receive credit of 25 days of vacation previously accumulated.
- C. Sick Leave: _____ shall earn sick leave days at the rate of one and one-half (1 1/2) days per month with unlimited accumulation. _____ may use sick days for illness in his immediate family, which shall be spouse, child, parent or person residing in his household. If _____ retires or resigns after ten (10) consecutive years of work in the Weymouth Public Schools, he will be compensated for no more than 20% or a maximum of \$10,000 whichever is less of unused sick leave time. In the event of death, such payment shall be made to his Estate.
- D. Personal Leave: The Superintendent shall be entitled to two days of personal leave without loss of pay, for personal business, which cannot be reasonably conducted on a non-scheduled workday. In addition, as the Superintendent's workday frequently extends beyond the start and stop times of the traditional workday, the Superintendent may in his discretion utilize time during the workday for personal business, which shall not be deducted from his personal leave or vacation leave under this article.
- E. Bereavement Leave: In the event of death in his immediate family, the Superintendent shall be granted five days of bereavement leave. For the purposes of this provision, the immediate family shall include: parent; spouse; sibling; child; parent-in-law or any person living in his household. The Superintendent shall be granted one day of leave to attend the funeral or memorial services of other members of his family.
- F. Insurance: _____ shall be entitled to the same medical and life insurance benefits provided other professional personnel by the Town of Weymouth.
- G. Workers Compensation: In the event that _____ sustains an industrial accident and is disabled as a result thereof and is paid compensation benefits in accordance with their terms and conditions of the Town of Weymouth's Workers

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Compensation insurance coverage, the Committee will, to the extent it is permitted by law, compensate his the difference between the Workers Compensation benefits and his annual salary pursuant to this Agreement, provided and, that in accordance with the provisions of Chapter 152, Section 69 of the Massachusetts General Laws, such payment by the Committee shall not be charged to accumulated sick leave or other compensation due to owing him.

H. **Education:** Upon receipt of a doctorate (Ed.D. or Ph.D.), . will receive a \$3,000 stipend at the end of that year and each year of employment thereafter.

15. **Indemnification:** The Committee shall provide legal counsel and shall indemnify the Superintendent to the fullest extent permitted by law against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence, and excluding criminally convicted conduct, resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope his employment or under the direction of the Committee. The Committee shall provide l indemnification insurance equal to that which is provided to its members.
16. **Personal Liability Protection:** Pursuant to the Massachusetts General Laws, the Committee will provide sums for legal expenses and other damages incurred by in the performance of his duties and responsibilities under the terms and conditions of this Agreement.
17. **Performance Assessment:**
 - A. The Committee and shall agree upon a time in each year of this Agreement to meet as required under Massachusetts General Laws and pursuant to the principles and standards of the Code of Massachusetts Regulations relative to evaluation of Superintendents with the Committee regarding the evaluation of the Superintendent's performance and to discuss the working relationship of the Superintendent and the Committee.
 - B. The evaluation shall be based on a mutually agreed upon form and on mutually agreed upon goals, and in accordance with regulatory standards. Prior to the evaluation, shall report in writing to the Committee his accomplishments and attainment of goals. Thereafter, each member shall complete the agreed-upon evaluation form. The Committee and the Superintendent shall deliberate as permitted under Massachusetts General Laws and shall provide l with a copy of the written evaluation at least ten days prior to the meeting of the Committee scheduled to discuss such evaluation with The Chair shall complete the agreed-upon evaluation form for the Committee. In conducting the evaluation, the Committee shall speak in "one

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voice” by voting as an entire Committee on the Superintendent’s performance. The feedback of each member regarding each aspect of the evaluation shall not be segregated from the consensus view. A consensus of the individual evaluations compiled by Committee members shall be prepared by the Committee Chair. In the event the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.

C. The Superintendent shall sign the written evaluation completed by the Board Chair. The Superintendent’s signature shall not necessarily indicate agreement with the content thereof, but rather shall indicate acknowledgement of receipt of the document. The completed form shall be placed in the Superintendent’s personnel file. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

D. The Superintendent shall meet with each Committee member.

18. Termination: This Agreement shall terminate prior to the expiration of the term upon the occurrence of any one of the following events:

A. Death: In the event that _____ dies during the term of employment, the WPS shall pay to his executors, legal representatives or administrators an amount equal to one twelfth (1/12) of the salary set forth in Provision 4 thereof, and thereafter the Committee shall have no further liability or obligation under the terms of this Agreement to his executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through him; provided, however, that _____ estate or designated beneficiaries shall be entitled to receive (a) the payments prescribed for such recipients under any death benefit plan which may be in effect for employees of the WPS in which _____ participated and (b) any salary, reimbursements or other payments then due and owing. It is understood and agreed by the parties that nothing in this provision shall be deemed to waive any protection provided to _____ by any workers’ compensation statute or other law requiring provision of a safe work place.

B. Cause:

1) The Committee may terminate this Agreement at any time for “Cause”. “Cause” for termination shall mean: (1) willful neglect of duty (2) incompetence; (3) gross negligence or willful misconduct; (4) repeated failure in reasonably performing the duties of the Superintendent; or (5) gross misconduct that causes material harm to the reputation of the WPS. In the event of termination pursuant to this section, the Committee shall be required to pay _____ any salary, reimbursements, other payments and benefits due and owing through the effective date of termination, but _____ shall not be entitled to receive any

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further salary payments, contributions or other benefits set forth in Provisions 4 and 16 of this Agreement accruing after the effective date of termination.

2) In the event the Committee proposes to discharge Superintendent for cause, it shall provide the Superintendent at least ten (10) days written notice of the proposed action. The written notice shall include a complete and detailed statement of the reasons for the proposed termination for cause. The Superintendent shall notify the Committee in writing not later than ten (10) days from the date of receiving the written notice of the Board's proposed action of his response thereto and whether he desires to contest his termination. Upon receipt of timely written notification of the Superintendent's desire to contest his termination for cause, the Board shall notify the Superintendent of the date and place of a hearing to be conducted as set forth below.

3) Unless otherwise agreed to in writing between the Committee and the Superintendent, the hearing shall be conducted as follows:

- a. The Committee shall within fourteen (14) days of the scheduled hearing, provide to the Superintendent, or his designee: (i) a copy of each document intended to be used in support of each alleged reason for termination; (ii) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information. The Superintendent shall, within seven (7) days of the scheduled hearing, provide to the Committee, or its designee: (1) a copy of each document intended to be used in his defense; and (2) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information.
- b. The parties will make every effort to schedule the hearing to take place within ninety (90) days following the Committee's receipt of the foregoing notification of the Superintendent's desire to contest his termination for cause. The hearing will be held in closed session before at least a quorum of the Committee then serving and the Superintendent. The Committee and Superintendent shall be entitled to legal counsel at their own expense and shall have the right to cross examine adverse witnesses and present witnesses and documentary evidence on their behalf. The continued employment status of the Superintendent shall be determined by a simple majority of the members of the Committee then serving. The Superintendent shall retain the right to appeal a decision to terminate his employment in accordance with Provisions 21, Arbitration.

C. Without Cause: The Committee, upon a two-thirds vote of all its members, may at its option unilaterally terminate this Agreement by giving the Superintendent at least ninety (90) days written notice of unilateral termination. In the event the

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Committee exercises this option, _____ shall be paid salary as set forth in Provision 4 of this Agreement and benefits as set forth in Section 13 of this Agreement for a period of twelve (12) months. Should the Committee exercise this option when there is less than one (1) year remaining on the term of this Agreement, _____ shall receive salary as set forth in Provision 4 and benefits as set forth in Provision 13 for the time remaining on the term or twelve (12) months whichever is less. The parties agree to provide mutual general releases effective the date of termination.

D. Termination by [_____]: [_____] may at his option unilaterally terminate this Agreement by giving the Board at least ninety (90) days written notice of unilateral termination. In the event of such termination, _____ shall not be entitled to receive any further salary payments, contributions or other benefits set forth in Provisions 4 and 13 accruing after the effective date of termination.

E. Termination by Mutual Agreement: The parties may terminate this Agreement at any time by mutual agreement.

19. Disability: In the event that _____ becomes disabled by reason of illness, injury or incapacity and is unable to reasonably perform his duties and responsibilities in any matter with or without a reasonable accommodation, hereunder for up to twelve (12) consecutive months during the term of this Agreement, he shall continue during this period to be compensated as provided in Provisions 4 and 15 hereof. Thereafter, this Agreement may be terminated by the Committee and the Committee shall have no further liability or obligation to _____ for compensation hereunder; provided, however, that _____ will be entitled to receive (a) the payments prescribed under any disability benefit plan which may be in effect for employees of the WPS and (b) any salary, reimbursements or other payments then due and owing. _____ agrees, in the event of any dispute under this section, to submit to a physical examination by a licensed physician mutually agreeable to _____ and the Committee. It is understood that nothing in this section shall constitute a waiver of any rights that _____ may have under applicable workers' compensation laws, provisions of the American with Disabilities Act or provisions of state statutes of similar effect.

20. Arbitration:

A. Scope of Controversy: Any controversy or claim against the Committee arising out of their capacity or the Superintendent relating to any term or condition of this agreement or employment practices or policies of the Committee, or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or the American Arbitration Association. The

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filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C or if C. 150C is determined to be inapplicable, the pursuant to provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

- B. Arbitrator's Authority: The parties agree to submit to subpoenas issued by the arbitrator. The Committee shall not consider any evidence relating to complaints or criticisms, which have not been previously forwarded to the Superintendent.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

21. Reopening of Agreement: This Agreement may be reopened for discussion of its terms and conditions upon mutual written agreement by the Committee and
22. Entire Agreement: This Agreement contains the whole agreement between the Committee and . These have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than set forth herein. No modification or addition to this Agreement shall be effective unless and until set forth in writing and specifically identified as a "Modification" or "Addendum" executed by both parties.
23. Severability: If any paragraph or part thereof of this Agreement shall be determined by an appropriate forum to be invalid then, in such event, the remaining paragraph and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.
24. School Committee Protection:) and the Committee agree that the several individual members of the Committee shall not be sued personally for any alleged violation of this Agreement.

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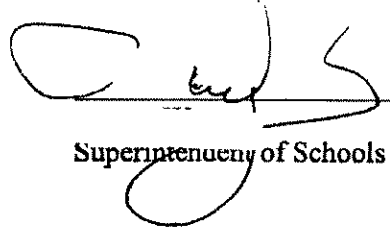
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of

July day of *April* 2021



Lisa Belmarsh

Chair, Weymouth School Committee



Superintendent of Schools