

CONTRACT OF EMPLOYMENT

This contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between the  
\_\_\_\_\_ hereinafter referred to as the "Committee" and  
\_\_\_\_\_ hereinafter referred to as the "Superintendent".

WITNESSETH:

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

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

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

I. EMPLOYMENT

The "Committee" hereby agrees to employ the "Superintendent" as Superintendent of the schools of the District for a period to commence as of and to end on . This agreement between the parties without further action by the parties shall be extended for successive periods of one (1) year each time the anniversary date of this contract is reached if no further action is taken by the Committee. Notice of the school committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his/her address of record at least one hundred twenty (180) days prior to the anniversary date of this contract. The "Anniversary Date" of this agreement is defined as the date on which the Superintendent executes the contract.

## II. RESPONSIBILITIES/DUTIES

The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. c. 71 §37. The administration of school policy, the operation and management of the schools, and the direction of employees, shall be through the "Superintendent", pursuant to M.G.L. c. 71, §59. The parties hereto agree that:

- A. The "Superintendent" shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, discipline or termination of personnel employed or to be employed by the "School District" consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis to its rejection of the Superintendent's recommendation, which basis shall be part of the minutes of the meeting.
- 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 "School District" shall be through the "Superintendent". Duties and responsibilities therein shall be performed and discharged by him or by his/her staff under his/her direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- C. The "Superintendent" and/or his/her designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the "School District". The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
- D. Criticisms, complaints, and suggestions called to the attention of the Committee or individual committee members by any source shall be promptly referred to the "Superintendent" in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall advise the Committee of the disposition of such matters.
- E. The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" carrying out statutory, managerial, administrative or supervisory responsibilities.

- F. The "Superintendent" is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- G. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. The committee agrees that all members shall be trained in roles and responsibilities as required by M GL, c.71, sec \_\_\_\_ This provision shall continue in full force and effect during any period of employment.
- H. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.
- I. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

### III. STANDARDS BASED EVALUATION

3.1 STATE STANDARDS, GOALS & ANNUAL PLAN The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations concluded after My 1,2010 shall be accomplished consistent with the provisions of M.G.L., c.30A relative to the Open Meeting Law.

3.1(A) DISTRICT GOALS In addition to an evaluation using the *Principles of Effective Administrative Leadership*, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

3.1(B) MID & END CYCLE REVIEW On or before the 91<sup>st</sup> day of school and July 31<sup>st</sup> of each calendar year the Superintendent shall provide to the Committee at a duly called public

meeting a written self-evaluation on mid-cycle and end of cycle goals. His or her work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement" or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

3.1(C) SUMMATIVE EVALUATION The Committee shall review the Superintendent's progress at end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.

3.1(D) DATA SOURCES The Committee may use whatever data sources it deems appropriate, excluding, however, anonymous surveys, provided the data it intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting in a timely manner. Due to the unreliability and potential prejudice of anonymous or so-called "360" evaluations, these instruments shall not be solicited or utilized as part of the Committee's cycle review or summative evaluation.

3.1(E) RECEIPT AND SIGNING Any evaluation report delivered by the Committee will be signed by the Superintendent. 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 will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent's personnel file.

3.2 CONSENSUS DOCUMENT The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L. c. 30A, §22(e).

3.2 (A) PUBLIC DISCUSSION All public discussion of the 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 except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. See Mass. A.G. FAQ.

3.2 (B) SPECIFIC WRITTEN FEEDBACK In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that

are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

3.2 (C) INDIVIDUAL CONCERNS Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent shall schedule one or more individual and private meetings with each committee member so that s/he may discuss with each member his or her own individual concerns, conclusions and findings concerning the Superintendent's performance before they are shared with the Committee as a whole. To avoid misunderstandings and obtain input on relevant concerns from the Superintendent prior to public discussion, to committee member may raise in a public discussion any matter not first brought privately and individually to the attention of the Superintendent pursuant to this paragraph.

3.2(D) PROMPT NOTICE OF COMPLAINTS OR CONCERNS Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.

#### IV. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Committee is responsible for setting the Superintendent's salary and other regular compensation which shall include, in consideration for services provided:

A. SALARY:

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

1. Initial or Base Salary

The Committee shall pay the Superintendent an annual salary of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the \_\_\_\_ - \_\_\_\_ school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and shall be set by the Committee each year thereafter following the Committee's public review of the Superintendent's performance as outlined in paragraph III above, and after discussion with the Superintendent in Executive Session.

2. Minimum Salary Increase

On July 1, \_\_\_\_\_, and July 1st of each subsequent year of this Employment Contract, the Committee will grant the Superintendent a minimum percent increase in salary equal to the percentage increase in the C.P.I. as established by the U. S. Department of Labor for the Boston area over the previous twelve months.

3. Additional Merit Increases

Additional annual merit increases, beyond the minimum increases set forth above, may be provided, based on the Superintendent's overall performance evaluation results if proficient or exemplary or better. The parties will meet in Executive Session to negotiate merit increases based on performance. These performance-based salary increases shall be granted on July 1, \_\_\_\_\_, and on July 1st of each subsequent year of this Employment Contract.

4. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

5. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the Superintendent or his/her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

B. INSURANCE. FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Medical/Related Insurances

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the City of Woburn, subject to the terms and conditions of said coverage and at the same rate as provided for said municipal employees.

2. Life Insurance

In addition to minimum statutory plans or life insurance plans available to other employees in the District, the Committee shall contribute \_\_\_\_\_ dollars annually toward the purchase of a life insurance policy selected by the Superintendent. This payment will be made either directly as a premium payment to the company providing such coverage on a schedule determined by the company or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company, in either event with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

3. Annuity

In addition to the Superintendent's regular compensation the committee shall make an annual lump sum payment, or about July 1 of each year, or in the first pay period of each fiscal year, by the Committee of \_\_\_\_\_ [amount] to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71 §37B, and sec. 403(b) of the IRS Code. The Superintendent may add his/her own contribution to the compensation paid by the Committee.

4. Longevity

The Committee wishes to recognize, as it does for other employees, the value of the service provided by the Superintendent over time. Therefore the parties agree to an annual longevity schedule as follows:

\$4,000 commencing the 4<sup>th</sup> year of service \$5,000  
commencing the 5<sup>th</sup> year of service \$6,000  
commencing the 6<sup>th</sup> year of service

5. Sick Leave

The "Superintendent" shall be credited with 20 sick days annually commencing on the first day of this contract and on the first day of each fiscal year thereafter. The Superintendent shall be allowed to roll over unused sick days. Further, the Superintendent shall be allowed to participate in the Sick Bank as outline below.

### Sick Leave Bank:

A Sick-Leave Bank will be established for use by eligible central office administrators who have exhausted their own sick leave and have a prolonged and/or serious illness or injury. Participation in the Sick-Leave Bank will be mandatory. At the beginning of each school year, two (2) days shall be deducted from the sick leave account of each administrator. In the event that the Sick-Leave Bank is exhausted during the school year, each administrator shall contribute an additional day. The Sick-Leave Bank shall be administered by a Sick-Leave Bank Board consisting of four (4) members. Two (2) members will be designated by the School Committee to serve at its pleasure, and two (2) members shall be designated by administrators to serve at their pleasure. Award of benefit from Bank requires a majority vote of the full Board. Any initial grant of sick leave by the Board shall not exceed thirty (30) days. If need continues, reapplication to the Board may be made for further extensions of up to a maximum of thirty (30) days each. No more than a total of one hundred eighty (180) days may be granted to any one (1) administrator in any one (1) school year. An administrator who has received a grant from the Sick-leave Bank will, upon his/her return to regular duties, receive five (5) sick-leave days from the Bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the Bank on the last day of school. Subject to the provisions of this Section, the Board shall utilize the following criteria in administering the Bank and in determining eligibility and amount of leave:

- a. Adequate Medical Evidence of Serious and/or Prolonged Illness or Injury
- b. History of Prior Utilization of Sick Leave.

The decision of the Sick-Leave Bank with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration to the Board itself. Should any portion of this Section be found contrary to law, all other portions will continue in effect.

Unused sick leave may be accumulated without limit. In the event such days are not utilized, the Superintendent will receive on his/her resignation, retirement, termination or death a sum of money equal to the number of accumulated sick leave multiplied by his/her then current per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

### 6. Computer/Cell Phone

The Committee shall provide for use of computer, and cell phone for the Superintendent, which at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

## C. VACATION & HOLIDAYS

1. The "Superintendent" shall be entitled to twenty-five (25) paid vacation days annually. In the first year of employment said days shall be prorated between the date of execution of the contract and the next July 1, except that up to ten (10) sick days may be utilized in advance in the first two months of employment. On each July 1 thereafter, the Superintendent shall be credited with the annual allotment of vacation days and may use same at his/her discretion. The "Superintendent" shall be allowed to accumulate said vacation days commencing in the year of this agreement with no limit.

2. The Superintendent may redeem unused vacation leave on an annual basis, not to exceed ten (10) days at the current per diem rate by notifying the Committee of his/her intent to do so on or before June 15 of each fiscal year.
3. All accumulated vacation time will be paid to the "Superintendent" (or his/her 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 in each year the Superintendent is required to work.
4. The "Superintendent" shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other Committee employee.

V. EXPENSES & REIMBURSEMENTS AND PAYMENTS  
FOR WORK RELATED TRAVEL

1. In District Travel. The Committee shall reimburse the Superintendent \$ monthly/annually as a reimbursement for expenses and travel within the District, payable without voucher.
2. Any other work-related expenses incurred by the Superintendent shall be reimbursed by the Committee upon submission of a written voucher for the same.

B. PROFESSIONAL CONFERENCES DUES AND EXPENSES

1. The Committee shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of written voucher for the same.
2. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:
  - (a) Massachusetts Association of School Superintendent
  - (b) A.A.S.A.
  - (c) A.S.C.D.
  - (d) Merrimack Valley Superintendent roundtable
3. 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 \$5,000.00 for the Superintendent's participation in an Induction and Executive Mentoring program provided by M.A.S.S. during his/her first Year of employment. Also, given the nature of the mid-year start date of the Superintendent, the Committee shall authorize \$1,500.00 for the purpose of mentoring by M.A.S.S.

## VI. OTHER BENEFITS AVAILABLE TO DISTRICT PERSONNEL

A. In addition to the compensation specified in paragraphs IV and V of this Agreement, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee including, but not limited to, vacation leaves, illness benefits and sick leaves; health, dental, disability, life and other forms of insurance protection; paid leaves, of any kind; retirement programs; tax sheltered annuities; and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District employees, and without the necessity to comply with any length of service or collective bargaining unit membership conditions which might be applicable to such other employees.

## B. VII. DISCHARGE

Where good cause exists, the "Committee" may discharge the "Superintendent" upon a two-thirds vote of the entire Committee, thereby terminating this contract prior to the expiration date stated above, provided the "Superintendent" has been informed in writing of the charge or charges and cause or causes for his/her proposed discharge and has been given an opportunity for a hearing before the "Committee" prior to official action being taken. Said hearing shall be convened in Executive Session as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent, are inextricably linked to performance. Because such action may adversely affect property rights and liberty interests, 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. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Article III. "D".

## VIII. RESIGNATION

There shall be no penalty for release or resignation by the "Superintendent" from this contract, or upon sixty (60) days notification from the Superintendent unless the "Committee" fixes a lesser period of time at which the resignation or release is to take effect.

## IX. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

## X. 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 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, then pursuant to the 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 pursuant to Article III. "D".

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/her position.

## XL INDEMNIFICATION

- A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of and in accordance with the terms of MGL c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his/her last effective per diem rate of pay or \$800.00, whichever is greater.
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent and his/her counsel shall fully and completely cooperate with the Committee Counsel in the defense of such action provided the parties interests are not adverse.
- C. This indemnification provision, Article XI, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

## XII. 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 herein. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

## XIII. INVALIDITY

If 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.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

School Committee Chair

Superintendent

