

CONTRACT OF EMPLOYMENT AGREEMENT

BETWEEN THE WAKEFIELD SCHOOL COMMITTEE AND EMPLOYEE

This Contract or Agreement made this ____ day of _____ 2015 by and between the Wakefield School Committee (hereinafter referred to as the “School Committee” or the “Committee”) and (hereinafter referred to as the “Superintendent”).

WITNESSETH:

WHEREAS, the School Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the School Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the School 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 and will maintain same in due course of this Agreement,

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

EMPLOYMENT

- A. The School Committee hereby agrees to employ EMPLOYEE as Superintendent of the Schools of the Wakefield Public School District, Wakefield, Massachusetts for a period to commence as of July 6, 2015 and to end on June 30, 2018, and EMPLOYEE hereby accepts such employment, upon the terms and conditions contained herein this Agreement.

- B. Notice of the School Committee’s intent to not renew the Contract upon expiration hereunder must be given by certified mail, return receipt requested, to the Superintendent at her address of record at least six (6) months prior to the expiration date of this Agreement. The expiration date of this Agreement is defined as the date on which the Contract ends between the Committee and the Superintendent; in this case, June 30, 2018, with six months prior being December 31, 2017. Failure of the School Committee to provide such timely notice will result in an automatic one-year renewal of this agreement effective through June 30, 2019.

- C. In the event both the Superintendent and the Committee give notice indicating their desire for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by March 1, 2018.

- D. The Superintendent may terminate her employment under this Agreement by giving the School Committee written notice of her intent to resign at least one hundred eighty (180) calendar days (six months) before June 30th of any contract year. If the Superintendent provides less than the required notice identified above or if the Superintendent resigns with an effective date other than June 30th there is an understanding that certain conditions will apply, including the loss of some benefits, including vacation buyout.

II. **RESPONSIBILITIES AND DUTIES**

The administration of school policy set by the Committee pursuant to M.G.L. c.71 §37, and 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, 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, 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 therefore, which basis shall be part of the minutes of the meeting.
- B. The Superintendent shall administer the budget of the school district and shall be responsible for the District's financial administration.
- C. The Superintendent and/or her designee(s) shall have the right to attend all regular and special meetings of the Committee and all sub-committee meetings thereof, and shall serve as advisor to both the Committee and its sub-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 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.
- 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, in the future, 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. This provision shall continue in full force and effect during any period of suspension.

III. **GOALS AND OBJECTIVES**

- A. The Committee and the Superintendent shall mutually agree to a set of goals and objectives, including measurable outcomes and benchmarks, on an annual basis. These shall be utilized by the Committee as part of the Superintendent's evaluation and shall be considered an addendum.

IV. **PERFORMANCE AND EVALUATION**

- A. The Superintendent and Committee shall fulfill all of the terms of this Contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent, in writing.
- B. The Committee shall evaluate the performance of the Superintendent in accordance with the regulations of the Department of Elementary and Secondary Education 603 CMR 35.04.
- C. The evaluation shall be used for the following purposes:
 - 1. To strengthen the working relationship between the District and Superintendent and to clarify for the Superintendent and individual members of the School Committee the responsibilities the Committee relies on Superintendent to fulfill.
 - 2. To discuss and establish goals for the ensuing year, including statewide Performance Standards and the District's Strategic Plan.
 - 3. To form the basis for personnel decisions, including but not limited to, annual salary or other compensation adjustments.
- D. The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing for her study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or her performance.
- G. The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate Massachusetts Department of Elementary and Secondary Education certificate (professional license) or waiver qualifying her to act as Superintendent of Schools in the Commonwealth of Massachusetts.

V. **REGULAR COMPENSATION**

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, the Superintendent's regular compensation shall include, in consideration for services provided:

A. **SALARY**

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

1. a. **Initial Base Salary.** The Committee shall pay the Superintendent an annual salary of One Hundred Sixty-Eight Thousand Dollars (\$168,000) for the 2015-2016 school/fiscal year. The salary shall be prorated due to the start date being later than July 1st.
- b. This annual salary rate is being set prior to consideration of any performance evaluation increase and shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and compliant with payroll requirements of the Town of Wakefield.

Further, the salary may be otherwise adjusted by the Committee each year of this Agreement following the Committee's review of the Superintendent's performance as outlined in Section IV above and noted immediately below in A.1.c.
- c. The Superintendent's annual salary increases shall be capped at 2.5%, but shall not exceed the annual increase negotiated in the Unit A contract of the Wakefield Education Association. Should 2.5% be the increase each year, the following annual salary would apply during the term of this Agreement: for FY2017 an annual salary of \$172,200 and for FY2018 for an annual salary of \$176,505.
2. At no time during the life of this Agreement, or any extension hereof, shall the Superintendent's salary be reduced.
3. 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 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

1. Group Insurance Benefits: The Superintendent can avail herself of all group insurance benefits afforded to all bargaining unions.

2. Disability Insurance

The Committee shall purchase for the Superintendent disability income insurance from among the offerings of the Town of Wakefield, and as chosen by the Superintendent, which would guarantee payment to her of two-thirds of her annual salary with appropriate tax and retirement deductions taken. The Superintendent shall be credited with available sick leave mentioned below in 2(a) or a higher figure, as may be approved by the Committee, to satisfy any reasonable waiting period for collection of benefits under any such disability policy. The sick leave payment shall cease upon the Superintendent receiving disability income from the policy.

2. Sick Leave/Disability and Other Leaves of Absence

1. The Superintendent shall be credited with fifteen (15) sick days annually commencing on the first day of this Contract and on the first day of each fiscal year thereafter.

2. The Superintendent shall carry forward all sick time accrued since she has been employed in the Wakefield Public Schools. This balance as of June 30, 2015 will be considered a cap on all future sick time balances as unused sick time from the annual fifteen (15) day allowance shall not accumulate.

3. The Superintendent shall be entitled to all leaves of absences such as, bereavement, personal or professional days, as are available to other professional staff.

C. VACATION

1. Each fiscal year the Superintendent will receive twenty (20) vacation days to cover the period of July 1 through June 30. The vacation days will accrue month-to-month and may be taken at any time during the fiscal year, with the permission of the School Committee through the School Committee Chair, but normally should be taken whenever possible during school vacation periods.

2. The maximum accumulation will be thirty (30) vacation days, meaning that the Superintendent will never be entitled to more than thirty (30) vacation days in any fiscal year, with up to ten (10) of which may be carried over from a prior year or years.

3. All accrued and unused vacation time will be paid to the Superintendent at the per diem rate of pay from the year granted promptly upon her resignation, retirement or other termination. In the event that the Superintendent terminates her employment prior to June 30th, she is only entitled to a pro rata share of vacation for that fiscal year.
4. The Superintendent shall be entitled to all holidays recognized by the Committee and half days before holidays as made available to any other school employee.

VI. **EXPENSES**

A. **REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL**

1. **Out of District/In-state Travel.** Out-of-district/in-state travel expenses (mileage, tolls and parking) and other reasonably necessary expenses such as food and lodging, may be reimbursed to the Superintendent up to \$1,000 in any school year, upon written notice to the School Committee of such travel.

B. **PROFESSIONAL CONFERENCES, DUES AND EXPENSES**

1. The School Committee shall reimburse the Superintendent for attendance including travel, food, lodging, and registration expenses of professional conferences and workshops, approved in advance by the School Committee, in any fiscal 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: Massachusetts Department of Elementary & Secondary Education Superintendent Induction Program, Massachusetts Association of School Superintendents, American Association of School Administrators and the Association for Supervision and Curriculum Development.
3. The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. As such, the Superintendent may attend, and the School Committee shall reimburse for registration and reasonable travel expenses, a national conference every other year, beginning July 6, 2015.
4. In addition, the Committee shall annually provide up to \$1,500 for the Superintendent's membership dues, attendance, or participation in any course, educational, local civic or other organization, or group, which the Superintendent determines to be relevant to the successful performance of her duties. The Committee shall pay directly, or by reimbursement to the Superintendent, all expenses related to those professional organizations.

VII. OTHER BENEFITS

- A. In addition to the compensation specified in Sections V and VI of this Agreement, the Superintendent shall be entitled to receive all health, disability, life and other forms of insurance benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee.
- B. The Superintendent shall be a member of the Massachusetts Teachers Retirement System as required by the General Laws of the Commonwealth.
- C. The School Committee shall provide the Superintendent with a smartphone, computer and any other technology device she deems necessary to facilitate efficient time management and fluid communications with the Committee and district staff. The School Committee shall also pay for any monthly or other ongoing service fees related to owning and using these devices.

VIII. DISCHARGE

- A. The Superintendent shall be subject to discharge for good cause by a majority vote of the School Committee. As used herein, “good cause” shall mean any ground which is put forth by the School Committee in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system. In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the cause(s) for which such dismissal is sought, upon fifteen (15) business days prior written notice of the time and place of a hearing thereon, and a fair hearing before the Committee, which hearing shall be open to the public, if the Superintendent so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at her own expense.
- B. The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the School Committee’s vote to dismiss the Superintendent. The arbitration will be conducted under the Labor Arbitration Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

IX. SALARY DEDUCTIONS

This Contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers Retirement (MTRS) and other deductions, including annuity or insurance payments, graduate school tuition payments, or others that may be agreed to 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. **OTHER ACTIVITIES**

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature, as well as attend professional meetings as she sees fit, provided they do not derogate from her duties as Superintendent.

XI. **ARBITRATION**

A. **Scope of Controversy**

Any controversy or claim arising out of or 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 American Arbitration Association. 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 arbitrator shall not consider any evidence relating to complaints or criticisms, which have not been previously forwarded to the Superintendent. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

XII. **INDEMNIFICATION**

The Superintendent shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws, Chapter 258 for any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent for actions taken within the scope of employment. This obligation shall continue in full force and effect after the Superintendent leaves her position for any reason. If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the Superintendent, then the Committee will be under no obligation to indemnify the Superintendent pursuant to this Agreement.

XIII. **ENTIRE AGREEMENT**

This Contract embodies the entire understanding and 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. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Contract may not be changed except in writing signed by the party against whom enforcement is sought.

XIV. VALIDITY

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.

XV. IN AGREEMENT BY THE PARTIES

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate upon an affirmative vote of the School Committee on _____.

WAKEFIELD SCHOOL COMMITTEE

SUPERINTENDENT

Chair Date

EMPLOYEE Date

Vice Chair Date

SC MEMBER Date

SC MEMBER Date

SC MEMBER Date

SC MEMBER Date

SC MEMBER Date