

**MEDWAY SCHOOL COMMITTEE AND
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT**

This **AGREEMENT** (hereinafter referred to as the “**2021 Employment Contract**” or “Agreement”) is made between the **Medway School Committee** (hereinafter referred to as the “Committee”), whose members act hereunder in their representative capacity and without any personal liability to themselves, and **Superintendent** , (hereinafter referred to as the “Superintendent”) of hometown. The Committee and the Superintendent are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Committee is authorized, pursuant to Mass. G.L. c. 71, Section 59 to appoint a superintendent of schools and under Section 41 to award a contract of employment to said superintendent which may provide for compensation, fringe benefits and working conditions; and

WHEREAS, the Committee and **Superintendent** are currently party to an Employment Contract, for the period of July 1, 2019 to June 30, 2023, (hereinafter the “2019 Employment Contract”), which defines the terms and conditions of employment for **Superintendent** as the Superintendent of Schools; and,

WHEREAS, the term of **Superintendent** ’ employment pursuant to Section 2 of the 2019 Employment Contract ends on June 30, 2023; and

WHEREAS, the Committee and **Superintendent** desire to enter into this 2021 Employment Contract for the purpose of continuing **Superintendent** ’ term of employment as

Superintendent consistent with and subject to the terms and conditions of this 2021 Employment Contract; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Employment

Subject to any applicable provisions of state law or regulation, the Committee hereby continues to employ **Dr. Superintendent** as Superintendent of the Medway Public Schools, and **Dr. Superintendent** hereby accepts continuing employment as Superintendent of the Medway Public Schools upon the terms and conditions hereinafter provided.

2. Term

(a) This 2021 Employment Contract shall commence July 1, 2021 and shall end on June 30, 2027. It is expressly acknowledged that the 2019 Employment Contract is hereby terminated effective June 30, 2021, and as of July 1, 2021 this 2021 Employment Contract shall control for the period of July 1, 2021 through June 30, 2027.

(b) The Superintendent shall notify the Committee, in writing, on or before November 1, 2025, as to his desire to enter into a new contract.

c.) The Committee, on or before December 30, 2025, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement and the Superintendent's term of employment shall terminate, as hereinbefore provided, on June 30, 2027.

d.) In the event both the Superintendent and the Committee give notice indicating

their desire to commence negotiations for a successor agreement, the Parties shall meet and shall attempt to conclude negotiations by April 30, 2026.

e.) Anything contained herein to the contrary, this 2021 Employment Contract and the Superintendent's term of employment will automatically terminate on June 30, 2027, unless otherwise agreed upon in writing by the Parties hereto.

(f.) For purposes of this 2021 Employment Contract, the term "contract year" shall refer to the period commencing July 1 and ending June 30.

3. Compensation

(a.) **Fiscal Year 2021 Merit Based Bonus:** The Superintendent shall receive a one-time, lump sum payment of Dollars (\$XXXX), to be paid no later than July 31, 2021. Such payment shall be considered income to the Superintendent subject to state and federal income tax withholding.

(b.) **Annual Salary:** Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools, as provided by law and herein, the Superintendent shall be paid as follows:

- i. Fiscal Year 2022, effective July 1, 2021, an annual salary of \$XXXX.
- ii. Fiscal Year 2023, effective July 1, 2022 the annual salary will be increased by 1.82%, for a base salary of \$XXXX.
- iii. Fiscal Year 2024, effective July 1, 2023 the annual salary will be increased by 1.68%, for a base salary of \$XXXX.
- iv. Fiscal Year 2025, effective July 1, 2024, the annual salary will be increased by 1.65%, for a base salary of \$XXXX.
- v. Fiscal Year 2026, effective July 1, 2025, the annual salary will be increased by 1.62%, for a base salary of \$XXXX; and,
- vi. Fiscal Year 2027, effective July 1, 2026, the annual salary will be increased by 1.6%, for a base salary of \$XXXX.

(c.) **Performance and Longevity Bonus:** Contingent upon an annual performance rating of proficient or above, the Superintendent shall receive additional compensation, payable each year in a lump sum in June, as follows:

- i. Fiscal Year 2022, a lump sum amount equal to 3% of the annual salary set forth at Section 3(b)(i) above, being \$XXXX.
- ii. Fiscal Year 2023, a lump sum amount equal to 3.5% of the annual salary set forth at Section 3(b)(ii) above, being \$XXXX;
- iii. Fiscal Year 2024, a lump sum amount equal to 4% of the annual salary set forth at Section 3(b)(iii) above, being \$XXXX;
- iv. For Fiscal Year 2025, a lump sum amount equal to 4.5% of the annual salary set forth at Section 3(b)(iv) above, being \$XXXX.
- v. For Fiscal Year 2026, a lump sum amount equal to 5% of the annual salary set forth at Section 3(b)(v) above, being \$XXXX; and,
- vi. For Fiscal Year 2027, a lump sum amount equal to 5.5% of the annual salary set forth at Section 3(b)(vi) above, being \$XXXX.

(d.) **Annuity Contribution:**

- i. The Committee shall annually, pursuant to M.G.L. c. 71, §37B contribute an amount equal to 5% of the Superintendent's annual salary, as set forth at Section 3(b), above, to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of the Superintendent, provided that the statutory authority remains in effect and the Superintendent chooses to retain the investment. The Superintendent may add his own contribution to the compensation paid by the Committee.
- ii. The Superintendent, at his sole option, may elect to forego the annuity

contributions in Fiscal Years 2026 and 2027 and in place of such annuity contributions, elect the following adjustments to his base salary:

a. Fiscal Year 2026 - Provided notice of election is submitted in writing to the School Committee Chair by January 1, 2025, then effective July 1, 2025:

1. the annual base salary set forth at Section 3(b)(v) will be increased by 5%, for an adjusted base salary of \$XXXX; and,
2. the performance and longevity bonus set forth at Section 3(c)(v) will be recalculated using the adjusted base salary above, with the adjusted lump sum bonus amount being \$XXXX.

b. Fiscal Year 2027 – Provided notice of election is submitted in writing to the School Committee Chair by January 1, 2026, then effective July 1, 2026:

1. the annual base salary set forth at Section 3(b)(vi) will be increased by 5%, for an adjusted base salary of \$XXXX; and,
2. the performance and longevity bonus set forth at Section 3(c)(vi) will be recalculated using the adjusted base salary above, with the adjusted lump sum bonus amount being \$XXXX.

(c.) The Superintendent's annual salary shall be paid in equal installments in accordance with the policy of the District governing payment of other professional staff members,

subject to such deductions for income taxes, retirement and other withholdings, as are authorized by the Parties or required by law. At no time during the life of this Contract or any extension thereof shall the Superintendent's salary be reduced absent mutual written agreement.

(d.) For purposes of this 2021 Employment Contract, the Superintendent's per diem rate shall be calculated at a rate of 1/261th of his then current salary as set forth above.

4. Duties and Responsibilities

(a.) The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. He shall serve as Executive Officer of the Committee, as provided in M.G.L. Chapter 71, Section 59, and all other general laws and regulations of the Commonwealth. He shall fulfill all of the terms and conditions of this Contract. He shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

(b.) The Superintendent is the Chief Executive Officer of the Committee. In harmony with the policies of the Committee, state laws and state board of education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Committee, upon all emergency matters and those to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Committee on policies and plans that the Committee takes under consideration, and he takes initiatives in presenting to the Committee policy and planning issues for the Committee's attention.

(c.) The Superintendent shall be employed on a full-time basis during a twelve-month work year.

(d.) The Superintendent shall work the number of hours necessary to perform all the

duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time other than or beyond the normal workday, including weekends, and he agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, including meetings of Municipal Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

5. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, or lecturing or other professional duties and obligations, provided such activities do not interfere with the performance of his duties and responsibilities as Superintendent. The Superintendent is expected to keep the Committee apprised in advance of his planned activities in this regard on a monthly basis through communication with the Chair of the Committee.

6. Reimbursement for Expenses

(a) The Committee shall reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the normal performance of his duties and responsibilities, including those in-district, out-of-district and/or for attendance, including travel, food, lodging and registration expenses of professional conferences, workshops, and seminars in any school year upon submission of written voucher for the same; provided, however, that said expenses shall not exceed Four Thousand Dollars (\$4,000.00) in any contract year without the prior approval of the chairperson of the Committee. The Superintendent will receive reimbursement of

\$55.00 per month for the use of his personal cell phone.

(b) The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations:

- (1) Massachusetts Association of School Superintendents
- (2) A.A.S.A.
- (3) A.S.C.D.

7. Certificate

The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as Superintendent in the Commonwealth, as required by M.G.L. Chapter 71, Section 38G. The Superintendent agrees to advise the Committee immediately in the event that his certificate is revoked, suspended, or otherwise affected in any way.

8. Dismissal or Suspension

Anything contained in this Contract to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this Agreement, or any extensions or renewals thereof, for good cause. Good cause, as used herein, shall mean any ground which is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. In the event of the dismissal of the Superintendent, this 2019 Employment Contract shall terminate and any and all financial and other obligations of either Party under the terms of this Contract shall cease and the Committee shall have no further obligations hereunder.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon expiration of this Contract or any renewal or extension thereof shall not be considered a dismissal.

9. State Retirement

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

10. Tuition Reimbursement

The Committee, subject to available funds, and the terms and conditions provided herein, will reimburse the Superintendent for tuition reimbursement up to a limit of one thousand dollars (\$1,000) annually for the term of this Contract. Tuition reimbursement shall be granted, provided:

- (a.) The course(s) has been approved in advance by the Committee; and
- (b.) The Superintendent receives a grade of B or better.

11. Sick Leave

(a.) The Superintendent shall be entitled, in the event of injury or illness, to fifteen (15) days of sick leave per contract year. Any unused days of sick leave may be carried forward. Unused sick leave may be accumulated without limit. The Superintendent shall not be entitled to any "sick leave buy back." Upon termination of this 2021 Employment Contract or upon separation of the Superintendent from employment, regardless of the reason therefor, all unused sick time remaining shall be forfeited and shall have no cash redemption value under any circumstances.

(b.) The Superintendent shall be entitled to use accrued sick leave to make up the difference between monies received from workers' compensation and salary in the event of a workers' compensation injury or accident.

12. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently offered by the Town of Medway to other employees of the Medway Public Schools, subject to the terms and conditions of said coverage and at the same rate as provided for

said school department employees. The Committee, on behalf of the Town of Medway, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract and the Superintendent's employment. The Superintendent agrees to accept any such changes which are made by the Town of Medway.

13. Vacations

The Superintendent shall earn up to twenty-five (25) days of vacation annually, exclusive of the holidays listed herein, at a rate of 1/26 of the Superintendent's annual allotment each bi-weekly pay period, commencing July 1 and ending June 30 of each year. Effective July 1, 2021, the Superintendent may no longer carry over any unused accrued vacation days. Vacation days must be used in the year earned. Any unused vacation days remaining as of June 30 of any year of this Contract shall be forfeited and have no cash redemption value.

Notwithstanding that the Superintendent will accrue vacation leave on a pro rata basis, the Superintendent will be allowed to use vacation days before they are actually earned, with advance approval from and at the sole discretion of the School Committee.

In the event of a separation from employment prior to June 30 of any year, the Superintendent shall be paid for all accumulated and unused vacation time at his then-current per diem rate. However, if the Superintendent has used more vacation days than actually earned through the date of separation, the Superintendent agrees that the District may deduct from the Superintendent's final paycheck the number of used but not yet accrued vacation days the Superintendent has taken to that date at his then-current per diem rate.

14. Holidays

The following fifteen (15) holidays shall be paid non-work days, provided school is not in session:

- | | |
|---------------|-----------------------------|
| Labor Day | New Year's Day |
| Columbus Day | Martin Luther King Birthday |
| Veterans' Day | Washington's Birthday |

Thanksgiving	Patriot's Day
Day After Thanksgiving	Good Friday
Day Before Christmas	Memorial Day
Christmas	Juneteenth
Day Before New Year's Day	Fourth of July

When any of the above named holidays fall on a Saturday or Sunday, the Friday before or Monday after, or another day at the option of the Committee, shall be observed.

15. Bereavement Leave

(a.) The Superintendent shall receive up to five (5) days of paid leave per contract year following the death of a member of his immediate family. One (1) day of paid leave will be allowed to attend the funeral or memorial services of other members of his family. Additional leave may be approved by the Committee.

16. Personal Leave:

The Superintendent shall be allowed up to two (2) days of personal leave per contract year in order to attend to personal business that cannot otherwise be scheduled during non-work hours. These days shall not accumulate from year to year and shall have no cash redemption value if unused. In the event that this Agreement is terminated prior to the conclusion of a contract year, personal days shall be pro-rated based upon that part of the year actually worked.

17. Evaluations

(a.) The Committee shall undertake an annual evaluation of the Superintendent's performance in writing, utilizing the Standards and Indicators of Effective Superintendent Leadership developed by the Massachusetts Department of Elementary and Secondary Education, and an evaluation instrument and process that satisfies the provisions of M.G.L. c. 71, §38 and related state regulations, including but not limited to 603 CMR 35.01-35.11. The Committee shall complete such evaluation on or before June 30 of each contract year. The Committee, or a designated member(s) thereof, shall meet with the Superintendent in an attempt to establish

mutually agreed upon individual goals and objectives. In the event the Committee and the Superintendent cannot agree, the Committee shall determine the goals and objectives to be utilized and shall so advise the Superintendent.

(b.) A consensus of the individual evaluations compiled by committee members shall be prepared by the Committee chair. The Committee will speak in “one voice” by voting as an entire board on the Superintendent’s performance. The feedback of each member regarding each aspect of the evaluation shall not be segregated from the consensus view.

(c.) The form of evaluation attached hereto shall be utilized unless a different form is mutually agreed upon. The Superintendent may respond to the evaluation in writing and such response, together with a copy of the evaluation compilation completed by the Chair and voted upon by the Committee, shall be placed in his file.

(d.) Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent’s performance at any time during the term of this 2019 Employment Contract.

(e.) Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof.

18. Termination

(a) This 2021 Employment Contract may be terminated by mutual consent at any time. As of the effective date of termination, any and all financial and other obligations of either Party under the terms of this Contract shall cease and the Committee shall have no further obligations hereunder.

(b) The Superintendent shall be entitled to resign his employment and terminate this Contract upon written notice to the Committee at least one hundred twenty (120) days before the effective date of such anticipated termination and provided that no resignation shall be effective

until the close of the school year, unless the Committee fixes an earlier date upon which such resignation is to take effect. As of the effective date of resignation, this Contract shall terminate and any and all financial and other obligations of either Party under the terms of this Contract shall cease and the Committee shall have no further obligations hereunder.

(c.) The Committee may dismiss the Superintendent and terminate this Contract pursuant to the provisions of Section 8, above.

(d.) The Superintendent may appeal a Committee decision to dismiss him from employment and terminate this Contract to final and binding arbitration through the American Arbitration Association (“AAA”). The arbitration process described herein shall be the Superintendent’s exclusive remedy for any contract based claim. The arbitration shall be conducted 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. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs regardless of outcome.

The Superintendent may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the Committee within seven (7) business days from the date on which the Committee notifies the Superintendent in writing of the decision to terminate the contract.

Should the arbitrator determine that the termination was not for good cause as defined in Section 8 hereof, the arbitrator may award the Superintendent damages due under this 2019 Employment Contract but in no case shall such award order or require the reinstatement of the Superintendent to his position or punitive, consequential, nominal damages or compensatory damages other than back pay and/or benefits due under the Contract.

(e.) The arbitration provision set forth at subsection (d) above shall not apply to any

decision by the School Committee not to renew or extend the Contract of the Superintendent which decision shall not be subject to challenge.

19. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Contract and the Superintendent's employment.

20. State Ethics Laws

The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with the requirements of such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities. Without limitation, on or before July 01, 2019, the Superintendent shall produce a receipt from the Massachusetts State Ethics Commission reflecting his successful completion of all online training requirements.

21. CORI and Fingerprint Background Check

The Superintendent shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint background check which, in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Contract, and the employment of the Superintendent, may be terminated in accordance with the provisions of Sections 8 and 18 above.

22. Indemnification

The Committee agrees to indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Massachusetts General Laws Chapter 258. Notwithstanding any other language or provisions in this Contract or elsewhere, this indemnification shall not be effective or binding on the District or the Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of this Agreement.

23. Salary Deductions

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Superintendent and agreed upon by the parties or required by law.

24. Performance

The Superintendent shall fulfill all aspects of this Contract.

25. Entire Agreement

This Contract contains the entire agreement between the Parties. It may not be amended orally, but may be amended only by an agreement in writing signed by both Parties, which commencing upon signing, will supersede all prior agreements between the Parties.

26. Invalidity

If any paragraph, part, or rider of this Contract is invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all Parties.

27. Law Governing

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

28. Counterparts

This Contract shall be executed in two (2) 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 have hereunto signed and sealed this 2021 Employment Contract and duplicate thereof this _____ day of _____, **2021**.

SUPERINTENDENT

MEDWAY SCHOOL COMMITTEE

Superintendent ,

By: _____
Its Chair
Duly Authorized