

**MODIFICATION OF  
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**BY  
NEWTON SCHOOL COMMITTEE**

**AND**  
**[REDACTED]**

In accordance with Paragraph 2 and Paragraph 19 of the Superintendent's Employment Contract (July 1, 2013 – June 30, 2017) ("the Agreement"), the Newton School Committee and [REDACTED] ("the Parties") hereby agree to extend the Agreement for an additional four (4) year term, commencing on July 1, 2017 and terminating on June 30, 2021. On June 30, 2017, Paragraph 2 of the Agreement shall be deleted and the following new Paragraph 2 shall be inserted in its place. No other provisions of the Agreement are herein modified and therefore, remain in full force and effect.

**2. TERM:**

- A. The term of this Contract is for four (4) years, commencing on July 1, 2017 and terminating on June 30, 2021. For purposes of this Agreement, the anniversary date shall be considered to be July 1 of each year.
- B. The Superintendent shall notify the Committee, in writing, on or before July 1, 2020, as to his desires concerning a new contract.
- C. The Committee, on or before July 1, 2020, 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 shall terminate, as hereinbefore provided, on June 30, 2021.
- D. In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by September 1, 2020.
- E. Anything contained herein to the contrary notwithstanding, the Contract will automatically terminate on June 30, 2021, unless otherwise agreed upon in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 19<sup>th</sup> day of September, 2016.

[REDACTED]

For the NEWTON SCHOOL COMMITTEE:

By:

[REDACTED]

[REDACTED]

By:

[REDACTED]

[REDACTED], Chairperson

**NEWTON PUBLIC SCHOOLS  
NEWTON MASSACHUSETTS  
SUPERINTENDENT'S EMPLOYMENT CONTRACT  
(7/1/ 13 - 6/30/17)**

AGREEMENT made this 13<sup>th</sup> day of May, 2013 between the Newton School Committee, hereinafter referred to as the "Committee" and [REDACTED] hereinafter referred to as the "Superintendent".

In consideration of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

**1. EMPLOYMENT:**

The Committee hereby employs [REDACTED] as Superintendent of the Newton Public Schools, and [REDACTED] hereby accepts employment as Superintendent of the Newton Public Schools, subject to the terms and conditions hereinafter provided.

**2. TERM:**

- A. The term of this Contract is for four (4) years, commencing on July 1, 2013 and terminating on June 30, 2017. For purposes of this Agreement, the anniversary date shall be considered to be July 1 of each year.
- B. The Superintendent shall notify the Committee, in writing, on or before July 1, 2016, as to his desires concerning a new contract.
- C. The Committee, on or before July 1, 2016, 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 shall terminate, as hereinbefore provided, on June 30, 2017.
- D. In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by September 1, 2016.

- E. Anything contained herein to the contrary notwithstanding, this Contract will automatically terminate on June 30, 2017, unless otherwise agreed upon in writing by the parties hereto.

3. **COMPENSATION:**

- A. The Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as Superintendent of Schools, an annual salary. His current rate of pay is \$ 246,918. The salary shall be payable in equal installments convenient to the parties, but no less often than monthly. The Committee retains the right to adjust the annual salary of the Superintendent during the term of this Contract provided, however, that any such adjustment shall not reduce the annual salary below the figure stated above, unless such decrease is part of a uniform plan affecting the salaries of all employees of the school district.
- B. Each year during which this Contract is in effect, the Superintendent and the Committee shall meet prior to the anniversary date for the purpose of reviewing the Superintendent's salary and expenses.

4. **TERMINATION:**

- A. The Committee may dismiss the Superintendent at any time prior to the expiration date of his Agreement for inefficiency, incompetence, incapacity, conduct unbecoming a superintendent, insubordination, or other "good cause," as defined by the Massachusetts Supreme Judicial Court. A dismissal by the Committee shall sever any and all rights that the Superintendent shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation. Termination for good cause may take place only following a hearing before the Committee. The hearing will be in executive session pursuant to the provisions of the Open Meeting law. The Superintendent shall be given written notice of the charges or cause of the proposed discharge and the time and place of the hearing no less than fifteen (15) days prior to the hearing.
- B. In the event that the Superintendent desires to terminate this Agreement before his

term of service shall have expired, he may do so by giving at least 120 days' notice of his intention to the Committee.

5. **DUTIES:**

The Superintendent shall manage the system in a fashion consistent with state law and the policy determinations of the Committee. He shall fulfill all aspects of this Contract.

He shall faithfully, diligently, and competently perform his duties and responsibilities as Superintendent of Schools. He shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such times and places and in such manner as the Committee may from time to time direct.

6. **CERTIFICATE:**

The Superintendent shall furnish to the Committee and maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as Superintendent of the district in the Commonwealth, as required by M.G.L. c.71, §38G.

7. **ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT:**

- A. The relationship between the Committee and the Superintendent shall be based on a deep commitment to work cooperatively for the benefit of the children and the general community served by the Newton Public Schools, and it shall reflect a clear understanding that the Committee is the establishing agent of all school system policy and that the Superintendent has the responsibility to administer said policy with proper authority in a sound, fair and ethical manner.
- B. The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such way as in his best judgment best serves the school district.
- C. The Superintendent's powers, as described in paragraph B of this Section 7, may be limited by any official action of the Committee.
- D. In its discretion, the Committee, through its individual members and collectively, will promptly refer to the Superintendent criticisms, complaints and situations that are brought to their attention and which they deem important enough to warrant the Superintendent's attention. The

Superintendent shall review and make recommendations on any matters referred to him by the Committee.

**8. PROFESSIONAL ACTIVITIES:**

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not interfere with or derogate from the performance of his duties and responsibilities as Superintendent.

**9. CAR ALLOWANCE:**

- A. In-State Travel - The Committee agrees to reimburse the Superintendent at the rate of \$500 per month for work-related use of his vehicle within the Commonwealth of Massachusetts.
- B. Out-of-State Travel and Other Expenses - The Committee shall provide the Superintendent with reimbursement for reasonable, business-related travel expenses and membership in professional organizations. The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Agreement. However, attendance at out-of-state meetings shall be subject to the prior approval of the Chairperson of the Committee.

**10. MASSACHUSETTS TEACHERS' RETIREMENT BOARD:**

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

**11. FRINGE BENEFITS:**

- A. The Superintendent shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the City to other professional non-bargaining unit employees employed by the Newton School Committee, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees.
- B. The Committee shall make a non-elective direct payment into the Superintendent's section 403(b) tax sheltered annuity in the sum of \$ 15,000 each year of this agreement and a life insurance reimbursement of \$ 4000. He will also be reimbursed an amount equal to the cost

of the disability insurance premium currently in force for school district administrators. This amount will be individually calculated by the insurance company.

- C. The Committee shall also make an annual non-elective direct payment into the Superintendent's section 403(b) tax sheltered annuity in the amount of one week's pay (annual salary divided by 52).

12. **VACATION:**

- A. The Superintendent shall receive each contract year twenty-five (25) working days of vacation (in addition to authorized holidays) to be taken in the year in which it is earned.
- B. In the event that this Contract is terminated in accordance with Section 4B above for any reason prior to its expiration date, the Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. If, however, the Superintendent voluntarily terminates this Contract without giving 120 days' notice to the Committee, he shall forfeit any vacation entitlement he would otherwise have accrued in the year after termination.
- C. Additional unused vacation days may accumulate at the rate of up to 5 days maximum per year and be carried forward up to a maximum of 35 days accrued. This unused vacation leave shall be paid upon termination of employment in accordance with Massachusetts law.

13. **SICK LEAVE:**

The Superintendent shall receive annual sick leave at the rate of fifteen (15) days per year for the balance of the term of this Contract, with unused sick leave accumulating. There shall be no reimbursement of any kind for unused sick leave days.

14. **PERSONAL BUSINESS LEAVE:**

The Superintendent will be allowed, in each contract year of this Agreement, up to a total of three (3) days' leave of absence without loss of pay for bereavement or urgent personal business at the discretion of the Chairperson of the Committee. The Superintendent, in the event of need, may request days in excess of the foregoing. The Chairperson of the Committee shall have the discretion to approve up to ten (10) further days' leave of absence. Additional days of leave may only be granted by the Committee as a whole.

**15. PERFORMANCE EVALUATION:**

- A. The Committee shall annually, by September 15, review the Superintendent's performance according to procedures developed by the Committee in consultation with the Superintendent. These procedures shall be consistent with the Guide for Superintendent Evaluation, which is part of DESE's Massachusetts Model System for Educator Evaluation. Said procedures may be amended as the Committee may from time to time determine, in consultation with the Superintendent, to the extent that the amended procedures remain consistent with the DESE's Model System for Educator Evaluation. The Committee shall provide the Superintendent with a summary written statement of the evaluation by the Committee and provide an adequate opportunity for the Superintendent to discuss his evaluation with the Committee. The Superintendent shall have the right to make a written response to the evaluation.
- B. Annually, and in any event by the last day in September, the Committee, with input from the Superintendent, shall define in writing such reasonable goals and performance objectives as they determine necessary for the proper operation of the school system and for the attainment of the Committee's policy objectives. It is understood that the Committee's goals and performance objectives will be consistent with the DESE Model System for Educator Evaluation. The Committee, with input from the Superintendent, shall also establish a relative priority among those goals and objectives. The Committee and the Superintendent shall meet at least once every six (6) months to review the progress of attaining said goals and performance objectives.

**16. PERFORMANCE:**

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

**17. ARBITRATION:**

Any controversy or claim arising out of, or relating to, the interpretation or application of this Employment Contract, or the breach thereof, shall be settled by arbitration, in accordance with the rules of the American Arbitration Association then obtaining, and judgment upon the award rendered may be entered and enforced in any court having jurisdiction thereof. The administrative costs of the American Arbitration Association and the arbitrator's fees shall be borne equally by the



parties. Each party shall otherwise bear their own expenses. The arbitrator shall decide what discovery, if any, the parties are allowed. The parties agree that Massachusetts law shall apply to any arbitration/ litigation concerning this Agreement and that any arbitration/ litigation shall take place in Massachusetts.

**18. INDEMNIFICATION:**

A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. 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 his participation in the presentation or preparation of a case in a judicial, administrative or arbitral forum at his then effective per diem rate of pay or \$800.00, whichever is greater.

B. This indemnification provision, Section 18, A and B shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

**19. ENTIRE AGREEMENT:**

This Contract embodies the entire 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 Contract supersedes all prior agreements between the parties. This Contract may not be changed except by agreement in writing of both parties.

**20. INVALIDITY:**

If any paragraph or part 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.

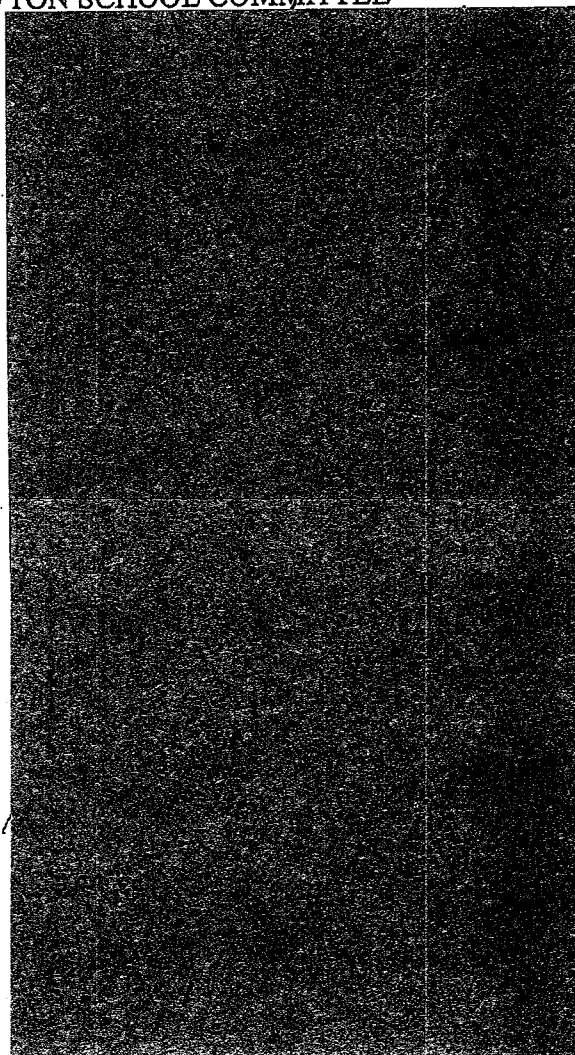
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on  
this 13<sup>th</sup> day of May, 2013.

By:

A black rectangular redaction box covering a signature.

NEWTON SCHOOL COMMITTEE

By:

A large black rectangular redaction box covering multiple signatures.

By:

By:

By:

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