

SUPERINTENDENT OF SCHOOLS

Contract of Employment/ Third Extension

THIS AGREEMENT, made as of July 1, 2013, by and between the Fitchburg School Committee, hereinafter referred to as the "Committee" and [redacted] of [redacted] Massachusetts, hereinafter referred to as the "Superintendent" and is a five year extension of the contract entered into by and between the same parties on July 11, 2005 and 2007.

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

1. **EMPLOYMENT:**

The Committee hereby employs [redacted] as Superintendent of the public schools of Fitchburg and the Superintendent hereby accepts employment on the following terms and conditions:

2. **TERM:**

The Superintendent shall be employed for an additional five year period commencing July 1, 2014, and ending June 30, 2019. The contract year is defined as the fiscal year.

3. **COMPENSATION:**

- A. The Superintendent shall be paid an annual salary for the 2013-2014 school year in accordance with the contract by and between the Committee and the Superintendent dated July 11, 2011. For the 2013-2014 school year, the Superintendent shall be paid an annual salary of \$159,600. FY15 4%, FY16 4%, FY17 4%, FY18 4% and FY19 4% equivalent or greater than the highest % increase in any Unit Contract based on Merit or Longevity, or raise granted to other Principal/Director presuming compatible performance.
- B. An annuity in the amount of \$14,000 shall be paid at the beginning of each fiscal year commencing in fiscal year 2011 to a retirement plan of the Superintendent's choice and shall increase by \$1,000.00 per year until the maximum amount is reached under IRS/Code §403b.

4. **TERMINATION:**

- A. Notwithstanding any provision of any state or local law to the contrary, the Committee and Superintendent agree that this employment agreement shall be deemed an "at will" employment agreement that may be terminated by the Committee upon twelve (12) months written notice and by the Superintendent upon six (6) months written notice regardless of the reason for such termination by either party under this paragraph. B. In either case, the

Superintendent shall be entitled to his compensation up to the last day of employment and a lump sum payment for any accumulated vacation and personal days to that same date.

- B. If the Superintendent is removed by the Committee before the expiration of his term of employment and during such time the Superintendent is willing and able to perform his duties under this Agreement, the Committee agrees to pay the Superintendent a lump sum cash payment equivalent to one year of the Superintendent's then current compensation as severance. Provided, however, that the failure to renew this Agreement shall not give the Superintendent the right to said severance payment. Further, the Superintendent shall have no right to receive said severance payment if he is removed for just cause. The Superintendent will be informed of the charges and/or causes for his removal. The Superintendent may request a hearing before the Committee prior to any official action being taken.
- C. This Agreement may be terminated at any time by the mutual consent of the parties.

5. **DUTIES:**

The Superintendent shall perform faithfully and to the best of his ability, the duties of Superintendent of Schools, and shall serve as Secretary of the Committees as required under G.L. c. 71, Sec. 59A *et. al.* as may be amended from time to time.

6. **CERTIFICATE:**

The Superintendent shall furnish 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 G.L. c. 71, Sec. 38G.

7. **PROFESSIONAL ACTIVITIES:**

The Superintendent may accept speaking, writing, lecturing, or other engagements of a professional nature with the knowledge of the Committee, provided they do not derogate from his duties as Superintendent.

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

- A. The Superintendent shall have complete freedom, subject only to law and any legally binding contracts of the School District, to organize, reorganize, and arrange the administrative and supervisory staff in such a way as in his judgment best serves the School District. The administration of instruction and all business affairs shall be with the knowledge of the Committee. Administrative responsibilities vested in the Superintendent and his staff shall be undertaken by the Superintendent with the knowledge of the Committee and include the selection, placement, transfer of personnel, and adjustment of job descriptions.
- B. The Committee, individually and collectively, shall promptly refer to the Superintendent for his study and recommendation all criticisms, complaints, and suggestions brought to their attention.

9. **REIMBURSEMENT FOR EXPENSES:**

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this contract.

10. **STATE RETIREMENT ASSOCIATION:**

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

11. **PERIODIC EXAMINATION:**

The Superintendent shall file or cause to be filed with the secretary of the School District within ninety (90) days of the effective date of this agreement and at least every three (3) years thereafter, a report made by a registered physician relative to his freedom from tuberculosis in a communicable form. Such report shall be maintained as part of the records of the School District as required by G.L. c. 71, Sec. 55B.

12. **FRINGE BENEFITS:**

The Superintendent shall be entitled to health insurance the cost of which shall be paid 75% by the Committee and 25% by the Superintendent. Dental insurance is available at the Superintendent's own cost. Bereavement leave may be taken as needed upon notification to the Chairman of the School Committee. Commencing July 1, 2008, the Committee shall assume life insurance payments for the Superintendent of two hundred ninety-four (\$294) dollars per month.

13. **PROFESSIONAL ASSOCIATIONS:**

- A. The Committee shall pay the annual dues of the Superintendent for membership in those professional associations necessary to maintain system-wide and individual access to current trends and practices in the profession. These associations shall include the Massachusetts Association of School Superintendents and those additional associations approved by the School Committee.
- B. Professional development for the Superintendent shall be available and is encouraged with the prior approval of the Chairman of the School Committee.

14. **ANNUAL VACATION:**

- A. The Superintendent shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays commencing on July 11, 2005 and thereafter commencing on July 1 of each succeeding year of said contract.
- B. The Superintendent may carry over 5 days of unused vacation per year with no cap.
- C. The Superintendent may buy back up to 15 vacation days per year.

15. **SICK LEAVE:**

- A. The Superintendent shall be entitled to sick leave in an amount equal to, but not in excess of, 15 days sick leave for each year of this contract and any extension hereunder. The contract year is defined as a fiscal year. The Superintendent shall be permitted to draw upon unearned sick leave in the event of lengthy illness. Unused sick leave shall be cumulative.
- B. Personal days shall be accrued in the following manner: One (1) personal day for each month worked in which no sick time has been used. Personal days shall be cumulative up to 15 days with a buy back of 15 days at the end of the year.

17. **RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT:**

The Committee shall meet with the Superintendent at least once each year in May for the purpose of discussing with the Superintendent his job description and performance, as well as the working relationship between the Committee and the Superintendent.

18. **PERFORMANCE/ANNUAL EVALUATION**

A. **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 July 1, 2010 shall be accomplished consistent with the provisions of M.G.L., c.30A relative to the Open Meeting Law.

B. **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.

C. **MID & END CYCLE REVIEW** On or before the 91st day of school and July 31st 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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).
- H. 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.
- I. 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.
- J. 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.

K. 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.

19. INVALIDITY:

If any paragraph, part of, or rider to this Agreement shall be deemed invalid, such invalidity shall not affect the remainder of said Agreement, which shall remain in full force and effect and be binding upon all parties hereto.

20. INDEMNIFICATIONS:

The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of G.L. c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted to which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to grievance administration, arbitrations, hearings before the Labor Relations Commission or any other, commissions, any other legally constituted body or court of law, for any day or part thereof during which said assistance is rendered at the rate of \$500.00 per day.

21. CODE OF ETHICS:

A. Failure of the Superintendent to fulfill his obligations under this contract will be viewed as a violation of the Code of Ethics of the Massachusetts Association of School Superintendents, and will be reported by the committee to the appropriate state and national associations of the Superintendent and to state educational authorities.

Fitchburg School Committee

B. Failure of the Committee to fulfill their obligations under this contract will be viewed as a violation of the Code of Ethics of the Massachusetts Association of School Committees, and will be reported by the Superintendent to the appropriate state and national associations of the Commonwealth, and to state educational authorities.

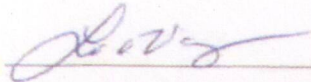
ENTIRE AGREEMENT:

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. This contract may not be altered or amended except by a writing signed by the party against whom enforcement thereof is sought.

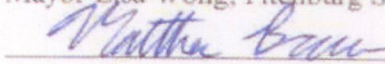
This agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereunto signed and sealed this Agreement and a duplicate thereof this

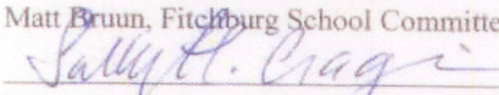
1 day of July in the year 2013.



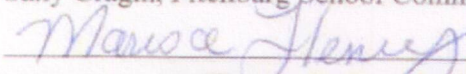
Mayor Lisa Wong, Fitchburg School Committee



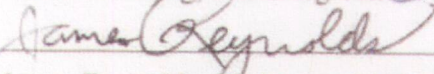
Matt Bruun, Fitchburg School Committee



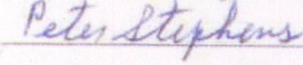
Sally Cragin, Fitchburg School Committee



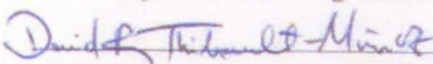
Marisa Fleming, Fitchburg School Committee



James Reynolds, Fitchburg School Committee



Peter Stephens, Fitchburg School Committee



David Thibault-Munoz, Fitchburg School Committee



Superintendent