

**SUPERINTENDENT OF SCHOOLS  
CONTRACT OF EMPLOYMENT**

**THIS CONTRACT OF EMPLOYMENT** (hereinafter, this “Agreement”) is made and entered into on this 13th day of March, 2019, by and between the **RANDOLPH SCHOOL COMMITTEE** (hereinafter, the “Committee”), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and **THEA STOVELL**, (hereinafter, the “Superintendent” or “Ms. Stovell”) of ~~XXXX~~ Massachusetts.

**WITNESSETH:**

**WHEREAS**, the Committee is authorized pursuant to Mass. Gen. Laws. c.71, §41 to award a contract to a superintendent of schools; and,

**WHEREAS**, the Committee desires to employ the services of Ms. Stovell as their superintendent of schools; and,

**WHEREAS**, it is the desire of the Committee to describe and define the job duties and job responsibilities of the Superintendent, fix her salary, and provide for fringe benefits; and,

**WHEREAS**, Ms. Stovell represents that she is qualified and capable of performing the duties and responsibilities of said position;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Committee and Ms. Stovell agree as follows:

**SECTION 1:           EFFECT OF APPOINTMENT**

The Committee hereby agrees to employ Ms. Stovell as Superintendent and Ms. Stovell hereby accepts employment for the period set forth herein, subject to the terms and conditions hereinafter provided.

**SECTION 2:           TERM OF APPOINTMENT**

Notwithstanding the provisions of any other written or verbal agreements or understandings, the contemplated term of this Agreement and the Superintendent's appointment hereunder shall be for the period commencing March 15, 2019 and ending June 30, 2022. As referred to herein, the term "Contract expiration date" shall mean June 30, 2022; and the term "Contract Year" shall mean the fiscal year beginning July 1 and ending June 30. All compensation and benefits set forth herein shall be pro-rated in the event of any partial contract year of employment..

**SECTION 3:           JOB DUTIES AND JOB RESPONSIBILITIES**

The Committee is responsible for the review and approval of a school budget, the establishment of educational goals and policy and the employment of the Superintendent pursuant to Mass. Gen. Laws 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 Mass. Gen. Laws c.71, §59. The Parties hereto agree that:

- A.** The Superintendent shall perform faithfully, to the best of her ability, the duties of Superintendent of Schools as herein described and contemplated and will expend the time and energy necessary to effectively perform these responsibilities and duties and to achieve the goals and purposes of the Randolph Public Schools.
- B.** The Superintendent is the Chief Executive Officer for the Randolph Public Schools and is expected to perform all of those duties and responsibilities as established, defined, or otherwise provided for under applicable state and federal statutes and regulations and policies established by the Committee.

- C.** 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. For those appointment decisions for which the law requires the Superintendent to present a recommendation to the Committee and the Committee rejects the Superintendent's recommendation, upon request of the Superintendent, the Committee shall provide an explanation of the disapproval of the Superintendent's recommendation and such explanation shall be part of the minutes of the meeting.
- D.** 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 her or by her staff under her direction.
- E.** The Superintendent and/or 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 Committee and have a seat at the Committee table.
- F.** 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 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.

**SECTION 4:**            **WORK YEAR AND AUTHORIZED LEAVES**

- A. Work Year:** The Superintendent shall be employed on a full-time basis during a twelve-month work year, less vacations and holidays, which shall be pro-rated based upon the appointment dates set forth herein. The Superintendent's per diem rate shall be calculated at a rate of 1/260th of the annual salary set forth at Section 5, below. The Superintendent recognizes that the nature of her employment and the level of responsibility is such that her obligations hereunder are not determined by a prescribed number of hours and that she may be required to work at times other than normal work days, including night and/or weekend meetings or events, when necessary to effectively perform her job duties and responsibilities. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, reasonable time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave, with notice to the Committee Chair.
- B. Holidays:** The Superintendent shall be entitled to all legal holidays. These shall be New Year's Day; Dr. Martin Luther King, Jr.'s Birthday; Presidents' Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the Day after Thanksgiving, and Christmas Day.

**C. Vacation:**

**1. July 1, 2018-June 30, 2019**

The Parties acknowledge that on July 1, 2018, Ms. Stovell was granted twenty-five (25) vacation days under the terms of her Principal Contract for use during the July 1, 2018 through June 30, 2019 year and that said vacation days were transferred to Ms. Stovell for her use during her appointment as Interim Superintendent under the terms of her Interim Superintendent contract. Any such remaining vacation days are hereby transferred to Ms. Stovell under the terms of this Agreement. A maximum of fifteen (15) of such vacation days may be carried over into the July 1, 2019 through June 30, 2020 contract year; however, any carryover days remaining as of June 30, 2020, shall be surrendered and shall have no cash redemption value. Any of the vacation days granted for the 2018-2019 year remaining as of June 30, 2019 which are in excess of the fifteen (15) carried over per the above provision will be surrendered and shall have no cash redemption value.

**2. Subsequent Contract Years:**

On July 1 of each year of this Agreement, commencing July 1, 2019, the Superintendent shall be granted twenty-five (25) vacation days for use during the contract year. A maximum of ten (10) vacation days granted for any contract year may be carried over into the next contract year and used by August 15th. Any vacation days carried over pursuant to the provisions of this Section and remaining unused as of the Contract expiration date will be surrendered and shall have no cash redemption value.

3. Except as specifically provided herein, all vacation days granted in a given contract year must be used during that contract year. Any unused days remaining as of June 30 of any year, except to the extent such days may be carried over per the provisions of Section 4.C.1 or 2, above,, shall be surrendered and shall have no cash redemption value.

4. In the event that this Agreement is terminated prior to the conclusion of a contract year, vacation days shall be pro-rated based upon that part of the year actually worked.

D. **Sick Leave:** The Superintendent shall be granted one and one-quarter (1.25) sick days per month worked under the terms of this Agreement for use during periods of her own sickness or injury. Unused sick days remaining as of the termination of this Agreement shall be forfeited and have no cash redemption value. In the event that this Agreement is terminated prior to the conclusion of a contract year, sick days shall be pro-rated based upon that part of the year actually worked.

E. **Bereavement Leave:** The Superintendent shall be allowed bereavement leave as follows:

1. In case of death in the Superintendent's immediate family, up to five (5) consecutive work days as needed with pay, commencing from the day of death. The term "immediate family" will mean the Superintendent's spouse, child, father, mother, sister or brother, or another person living in the immediate household of the Superintendent at the time of his/her death or at the commencement of final illness or accident;

2. In the case of death of the Superintendent's grandparents, father-in-law, mother-in-law, or grandparents of her or her spouse, up to three (3) consecutive work days as needed with pay, up to and including the day of the funeral or memorial service;
3. In the case of death of other relatives, one (1) day with pay to attend the funeral or memorial service.

F. **Personal Leave:** The Superintendent shall be allowed up to three (3) 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.

**SECTION 5: COMPENSATION**

For the period commencing March 15, 2019, the Superintendent be compensated based on an annual (12 month) salary of One Hundred Eighty Thousand Dollars (\$180,000.00), pro-rated to reflect the Superintendent's actual period of employment, payable in equal installments, at intervals consistent with the normal payroll practices applicable to all employees of the Randolph Public Schools. For purposes of these calculations, the annual term (also referred to as the "contract year") shall be the period commencing July 1 and ending June 30.

Beginning with the 2019-2020 contract year, the Committee agrees that it will meet with the Superintendent, on an annual basis during the term of this Agreement, not later than June 30th, for purposes of reviewing the Superintendent's performance and salary. In no event will the annual salary be reduced during the term of this Agreement.

**SECTION 6:            HEALTH AND DENTAL INSURANCE**

The Committee agrees to provide the Superintendent with health insurance, vision care benefits and dental insurance of the same type offered to other employees of the Committee, and the Superintendent shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the Committee.

**SECTION 7:            INDEMNIFICATION**

The Committee agrees to indemnify the Superintendent when she is acting within the scope of her official duties to the extent permitted and subject to the provisions of Mass. Gen. Laws c.258. Notwithstanding any other language or provisions in this Agreement 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 her 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.

**SECTION 8:            RETIREMENT SYSTEM**

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by Mass. Gen. Laws c.32.

**SECTION 9:            LIFE INSURANCE POLICY**

The Superintendent shall be eligible for life insurance benefits to the same extent as other employees of the School District in accordance with and subject to the provisions of Mass. Gen. Laws c.32B and/or any other limitations applicable to such coverage.



**SECTION 10: REIMBURSEMENT FOR EXPENSES**

- A. **Community Activities:** The Committee shall reimburse the Superintendent for all community-based expenses reasonably incurred in the performance of her duties under this Agreement, subject to the pre-approval of the Committee. Such expenses, by way of example, may include: dues, fees, and other costs associated with civic and community memberships and events associated with the maintenance and development of positive employee and community relations. The Committee may require appropriate verification and/or documentation of such expenses prior to approving any such reimbursement.
- B. **Vehicle/Mileage Allowance:** The Committee shall pay to the Superintendent Three Hundred Fifty Dollars (\$350.00) per calendar month as an allowance for any and all in-district and in-state, out-of-district travel.
- C. **M.A.S.S. Membership:** In each year of this Agreement, the Committee will pay up to a total of Five Thousand Dollars (\$5000.00) towards the cost of membership in the Massachusetts Association of School Superintendents (M.A.S.S.) New Superintendent Induction program and other pre-approved professional development activities. In order to use available budgeted monies for Professional Development Activities, the Superintendent must provide notice to the School Committee Chair in advance of engaging in the planned activity.

The M.A.S.S. New Superintendents Induction program is a resource that both the School Committee and the Superintendent believe will be a benefit to the District. Participation in the program will strengthen leadership skills and build collegial relationships with other area Superintendents. Participation in and successful completion of the M.A.S.S. New Superintendents Induction Program is an agreed upon performance

goal on the part of the Superintendent. The Parties further agree that the Superintendent may choose a mentor in the M.A.S.S. New Superintendents Induction Program, consistent with M.A.S.S. New Superintendents Induction Program procedures. However, such participation shall not interfere with the Superintendent's performance of her duties as Superintendent.

- D. Meetings, Conferences and Dues:** The Superintendent is encouraged to participate in such local, state and national conferences, programs, seminars, and courses sponsored by school committee and school administrator associations and/or public or private educational institutions. Such participation is intended to aid the Superintendent in her continued professional growth and development. The Committee will provide a reasonable amount of time for these activities, including attendance and/or presentations at local, state and national professional meetings or conferences. The Superintendent is expected to keep the Committee fully apprised in advance of her planned activities in this regard on a monthly basis through communication with the Chair of the Committee. Such participation shall not interfere with the Superintendent's performance of her duties as Superintendent. The Committee shall pay the membership dues for the Superintendent in the American Association of School Administrators (A.A.S.A.), the Association for Supervision and Curriculum Development (A.S.C.D.) or other relevant professional organizations so long as the total yearly cost for all memberships under this provision does not exceed One Thousand Dollars (\$1,000.00).

**SECTION 11: TECHNOLOGY**

The Committee shall provide the Superintendent with a computer and printer. When appropriate, the Committee agrees to make upgrades to the software necessary to utilize this

equipment. The Committee shall provide the Superintendent with a cell phone and service for the term of this Agreement.

The computer and cell phone are considered property of the District and are provided to the Superintendent for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, the computer (with the all District-issued accessories and software) and cell phone equipment shall be returned to the Committee.

**SECTION 12:**        **CERTIFICATION**

Possession by the Superintendent of a valid and appropriate license from the Commonwealth of Massachusetts qualifying her to serve as a Superintendent of Schools in Massachusetts, as required by Mass. Gen. Laws c.71, §38G is a condition of continued employment. For the duration of this Agreement and the Superintendent's employment, the Superintendent shall maintain such licensure throughout the term of this Agreement, and agrees to advise the Committee immediately in the event that her certificate is revoked, suspended, or otherwise affected in any way.

**SECTION 13:**        **CONSULTATIVE WORK**

The Superintendent's exclusive employer shall be the Committee. The Superintendent shall not engage in any business activity during the term of this Agreement which interferes with her ability to perform the functions of her position as Superintendent of Schools. The Superintendent may not undertake and engage in any consultative work, or speaking engagements, writing and lecturing, or other engagements of a professional nature, including the acceptance of honoraria, paid or unpaid, on behalf of outside individuals and/or concerns without the prior notice to the Committee Chair. The Superintendent is expected to keep the Committee fully apprised in

advance of her planned activities in this regard on a monthly basis through communication with the Chair of the Committee.

**SECTION 14:**        **STATE ETHICS LAWS**

The Superintendent is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of her job duties and responsibilities.

**SECTION 15:**        **CORI CHECK**

The Superintendent shall remain subject to a Criminal Offender Record Information (CORI) check with the Massachusetts Criminal History Systems Board consistent with District policy and applicable state law, and a state and national fingerprint-based criminal background check pursuant to Mass. Gen. Laws c.71, §38R. To the extent that the Committee becomes aware of any information revealed by the CORI check and/or fingerprint criminal background check, which in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement shall become null and void with no further obligations or recourse to the Parties.

**SECTION 16:**        **TERMINATION OF CONTRACT BY THE SUPERINTENDENT**

This Agreement may be terminated by the Superintendent provided she gives written notice to the Committee not less than six (6) months before the effective date of such anticipated termination. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee, with electronic copies sent via email to the rest of the Committee members. The Superintendent may request, and the Committee may consider termination on less than six (6) months' notice, with the understanding that certain conditions will apply, including

the loss of some benefits, including vacation buyout. The termination date shall correspond with the end of the academic year, except otherwise agreed to by the Committee.

**SECTION 17:            TERMINATION OF CONTRACT BY COMMITTEE**

The Superintendent shall be subject to dismissal and this Agreement subject to termination for good cause. The decision to discharge the Superintendent and to terminate this Agreement shall be made by the Committee by majority vote of the full Committee. Upon such a vote, the obligations of the Committee under this Agreement shall cease, excluding only the obligation to participate in the process established in this Section. The Superintendent shall have the right to service of a written notice of intent to dismiss, including an explanation of the grounds for such action in sufficient detail to permit her to respond, and documents relating to the grounds for the proposed dismissal, and shall be entitled to notice of the meeting where such vote will be taken and the opportunity to respond to the notice of intent to dismiss. The Superintendent may be represented by an attorney or other representative at such meeting.

The Superintendent may appeal any dismissal action by the Committee to final and binding arbitration through the American Arbitration Association (AAA) by filing a demand for arbitration with the AAA within forty-five (45) calendar days of the Committee's vote. This shall be the Superintendent's exclusive remedy for any alleged wrongful discharge. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive,

consequential, nominal or compensatory damages other than back pay or benefits. The arbitrator shall not have the authority to award attorney's fees or interest.

It is expressly understood by the Parties that this Agreement contains neither rollover language, nor any notification requirement should the Committee determine not to renew it or to otherwise negotiate any new agreement with the Superintendent. This Agreement shall expire on June 30, 2022, unless sooner terminated in accordance with the provisions hereof.

**SECTION 18: GOALS AND OBJECTIVES**

Prior to the beginning of each school year, at the August meeting of the Committee, the Committee and the Superintendent shall meet to establish performance goals and objectives for the coming school year. These goals and objectives shall be in writing, shall be consistent with the duties and responsibilities of the Superintendent and will be among the criteria by which the Superintendent is evaluated.

**SECTION 19: EVALUATION**

- A. The Committee shall evaluate the performance of the Superintendent annually using the Massachusetts Model System for Evaluation, including but not limited to: The Department of Elementary and Secondary Education Model Rubric for Superintendents and the Implementation Guide for Superintendent Evaluation.
- B. By August 31, of each Contract year, the Superintendent and Committee shall meet and review the timelines and process for the upcoming year's evaluation.
- C. The Committee's evaluation of the Superintendent will be considered in determining any salary increases, as referenced at Section 5 of this Agreement.

- D. A copy of the annual evaluation will be included in the Superintendent's personnel file. The Superintendent may file a written response and attach the same to the evaluation in her file.
- E. Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent's performance at any time during the term of this Agreement.
- F. Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof.

**SECTION 20:      MODIFICATION**

No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

**SECTION 21:      LAW GOVERNING**

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

**SECTION 22:      SEVERABILITY OF PROVISIONS**

If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

**SECTION 23:      ENTIRE AGREEMENT**

This Agreement embodies the entire Agreement between the Committee and the Superintendent.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Agreement and a duplicate thereof on this 13<sup>th</sup> day of March, 2019.

**RANDOLPH SCHOOL COMMITTEE**

By: Ida V. Gordon  
Ida Gordon, Chair

Andrea Nixon  
Andrea Nixon, Vice Chair

Thea Stovell  
**THEA STOVELL**

Abdi Ibrahim

Cheryl A. Frazier  
Cheryl Frazier

Christina Paul

Pamela Davis  
Pamela Davis

Natacha Clerger  
Natacha Clerger,  
Town Council Representative