

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made by and between the Westford School Committee (hereinafter, the "Committee") and XXXXXXXXXXXX.

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

ARTICLE I - PREAMBLE

- 1.1 The Committee shall employ XXXXXXXXXXXX as the Superintendent of the Westford Public Schools in the Town of Westford, Massachusetts, for the period of time, and pursuant to the conditions of employment set forth herein (hereinafter, XXXXXXXXXXXX shall be referred to as the "Superintendent").
- 1.2 The Superintendent shall comply with all terms and conditions of this Agreement and shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and place and in such manner as the Committee may from time to time direct.
- 1.3 The Superintendent shall diligently, faithfully and competently perform the duties and responsibilities of Superintendent. The Superintendent shall serve as Executive Officer of the Committee as provided in M.G.L. ch. 71 § 59 and all other laws of the Commonwealth of Massachusetts.

ARTICLE II — RESPONSIBILITIES

- 2.1 The Committee is responsible for the establishment of a school budget, development of policy and the employment of the Superintendent pursuant to M.G.L. 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 M.G.L. c. 71, §59. The parties hereto agree that:
 - 2.1.1 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 Westford Public Schools consistent with applicable laws and contract obligations. Where the Commonwealth's law delegates to the Committee the specific hiring authority for a position, 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 of its rejection of the Superintendent's recommendation, which basis shall be part of the minutes of the meeting.

- 2.1.2 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 Westford Public Schools, shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by the Superintendent's staff under the Superintendent's direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- 2.1.3 The Superintendent and/or their 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 School Committee and have a seat at the Committee table.
- 2.1.4 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 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. The Superintendent shall advise the Committee of the disposition of such matters.

- 2.1.5 The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's completion of all statutory, managerial, administrative or supervisory responsibilities. The Superintendent is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and the laws of the Commonwealth. Where such conflict exists, this Agreement or the law of the Commonwealth shall supersede such policy.
- 2.1.6 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. The Committee agrees that all members shall be trained in roles and responsibilities as required by Massachusetts Law. This provision shall continue in full force and effect during any period of employment.

ARTICLE III — TERM AND TERMINATION

- 3.1 **Term of Agreement** — This Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024. The Superintendent's employment shall terminate at such time as this Agreement terminates. Each July 1 through June 30 period during the term of this Agreement shall be referred to herein as a "Contract Year."
- 3.2 **Extensions** - This agreement may be renewed or extended for additional periods. The contract will be automatically extended for one additional year if the Committee does not notify the Superintendent of the non-renewal of the contract by December 30 of the final year of the agreement, or any extension thereof.
- 3.3 **Termination by the Superintendent** - In the event the Superintendent elects to terminate this Agreement prior to its expiration, the Superintendent will provide a minimum of ninety (90) days' written notice of termination to the Committee.

- 3.4 Termination by the Committee — The Committee may suspend and/or dismiss the Superintendent during the term of this Agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.
- 3.5 Non-Reappointment or Non-Renewal. The Superintendent and the Committee agree that a non-reappointment of the Superintendent by the Committee upon the expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

ARTICLE IV — COMPENSATION & BENEFITS

- 4.1 Compensation — For the period of July 1, 2021 through June 30, 2022, compensation will be paid bi-weekly at an annualized rate of One Hundred and Ninety-Five Thousand Dollars and No Cents (\$195,000). Compensation for any subsequent Contract Year years will be at a rate no less than the prior contract year compensation.
- 4.2 Insurance Benefits — The Superintendent will be entitled to medical, dental and life insurance benefits as are generally made available to other employees of the Town of Westford, on the same terms and conditions as are generally applicable for other Town employees. These benefits, and the terms of coverage, are subject to change during the term of this Agreement. Additionally, the Committee will provide the Superintendent a payment of up to \$2,000 in each Contract Year as reimbursement for coverage of a long-term disability or life insurance policy.
- 4.3 Retirement Benefits - Upon retirement, the Superintendent will be paid a sum which will accumulate at the rate of \$3,000 each Contract Year of service as Superintendent, up to a maximum of \$33,000. This Retirement Benefit shall also be paid to the Superintendent upon the Superintendent's resignation or termination. The Superintendent also shall be a member of the Teacher's Retirement System as required by M.G.L. ch. 32 § 2.

ARTICLE V — VACATIONS & LEAVES

5.1 Vacation — The Superintendent will be granted thirty (30) vacation days each Contract Year, exclusive of legal holidays, credited on the Superintendent's initial date of employment and then again on each anniversary of the Superintendent's date of hire. A maximum of fifteen (15) unused vacation days may be carried over from one Contract Year to the next by the Superintendent, up to a maximum at any one time of forty-five (45) days of vacation. The Superintendent shall notify the Chair of the Committee of the Superintendent's intended use of vacation time, and all such vacation time must be approved by the Chair of the Committee. The Superintendent agrees that the scheduling and use of vacation time shall not interfere with the operation of the schools. If the Superintendent's employment is terminated prior to June 30 in any Contract Year, the Superintendent shall be paid a pro rata allocation of vacation time to which the Superintendent would have been entitled in the Contract Year in which the Superintendent's employment terminates.

5.2 Holidays — In each Contract year, the Superintendent shall be entitled to the holidays listed below with pay, provided the holiday falls on a Monday through Friday and provided that the holiday falls on a day that the school offices would otherwise be open:

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| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents Day | Veterans Day |
| Patriot Day | Thanksgiving Day |
| Good Friday (if school is not in session) | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

If a paid holiday falls during a scheduled vacation of the Superintendent, that holiday shall be treated as a paid holiday and not a vacation day.

- 5.3 Sick Leave — Sick leave shall accrue at the rate of fifteen (15) days each Contract Year, up to an accumulated total of 150 days. Up to five (5) days of sick leave each Contract Year may be used for family related emergencies involving the Superintendent's mother, father, spouse, children and any person for whom the primary caregiver is the Superintendent.
- 5.4 Personal Leave — The Superintendent shall be allowed, on a non-cumulative basis, two (2) days of paid personal leave in each Contract Year.
- 5.5 Bereavement — In the event of the death of the Superintendent's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, or any relative who resides with the Superintendent, the Superintendent shall be allowed a maximum of five (5) regularly scheduled school days off with pay as bereavement leave. In the event of death of a close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such services without loss of the regular day's pay and with no accumulation.

ARTICLE VI — CONSULTATIVE WORK

- 6.1 Consultative Work - The Superintendent may, with prior notification to the Committee and approval by the Committee Chair, undertake consultative work or outside assignments for which the Superintendent may be paid by other entities, so long as the consultative work or outside assignments do not conflict with the Superintendent's duties and responsibilities.

ARTICLE VII — PROFESSIONAL DEVELOPMENT

- 7.1 Professional Development Reimbursements - The Superintendent shall be entitled to reimbursement for reasonable travel and other expenses and costs incurred by the Superintendent for attendance at professional conferences, up to a maximum of \$2,000 per Contract Year. The Superintendent also shall be entitled to reimbursement for the Superintendent's membership dues in the Massachusetts and

National Superintendent's Associations. Expenses in excess of maximum are subject to the approval of the Committee.

- 7.2 MASS Mentorship Program — The Superintendent agrees to fully participate in and complete the New Superintendent Induction Program ("NSIP") offered by the Massachusetts Association of School Superintendents. The Westford School District will pay all costs associated with the Superintendent's participation in and completion of NSIP.

ARTICLE VIII — CERTIFICATION AND EVALUATION

- 8.1 Certification — Throughout the term of service in the Westford Public Schools, the Superintendent shall maintain a valid and appropriate certificate qualifying the Superintendent to act as Superintendent of Schools in the Commonwealth of Massachusetts, consistent with the requirements of M.G.L. ch. 71 §38G. 2Chapter 71, Section 38G. The Superintendent shall provide the Committee evidence of the certificate upon the commencement of this Agreement.
- 8.2 Evaluation — The Committee will evaluate the Superintendent's job performance based on the current Massachusetts Model System for Educator Evaluation, as established by the Massachusetts Department of Elementary and Secondary Education.

ARTICLE IX — RESOLUTION OF DISPUTES

- 9.1 Dispute Resolution - Any disputes as to the meaning, application or interpretation of the provisions of this Agreement will be resolved through binding arbitration and shall not be subject to litigation in court. If the parties are unable to agree on an arbitrator, or on the procedures to be followed in arbitration, the dispute will be processed through the American Arbitration Association pursuant to the Association's Employment Dispute Resolution Rules.

ARTICLE X — ENTIRE AGREEMENT AND SEVERABILITY

- 10.1 Entire Agreement — This Agreement 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. No incorporation by reference is made to any policy manual or collective bargaining agreement. This Agreement may not be changed except by a writing signed by both parties.

10.2 Severability - If any provision of this Agreement shall be deemed unenforceable by an appropriate court or administrative agency, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Contract and a duplicate thereof this 26th day of April, 2021.

By:

By:

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