

## CONTRACT OF EMPLOYMENT

This contract, pursuant to Massachusetts General Laws, is made and entered into on September 4, 2019 by and between the Framingham School Committee (hereinafter called the "Committee"), who act hereunder in their representative capacity only and without any personal liability to themselves, as party of the first part, and, Dr. Robert A. Tremblay (hereinafter called the "Superintendent"), as party of the second part, both of whom understand as follows:

### WITNESSETH

Whereas, the Committee seeks to provide for the services of a competent and professional Superintendent for the Framingham Public Schools (hereinafter called the "District") for the general purposes of successfully performing the functions of that position pursuant to the requirements of the laws of the Commonwealth of Massachusetts and otherwise satisfactorily achieving the legislative and policy objectives of the Committee; and,

Whereas, Dr. Robert A. Tremblay agrees to be appointed as the Superintendent and undertakes to execute the duties and responsibilities of that position and otherwise to perform the duties and responsibilities that may be assigned to him from time to time to the reasonable satisfaction of the Committee; and

WHEREAS, the Committee has appointed Dr. Robert A. Tremblay to the position of Superintendent in accordance with the provisions of law;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **1. EMPLOYMENT:**

The Committee employs the Superintendent and the Superintendent hereby accepts such employment in accordance with the terms and conditions of this contract. The Committee has appointed the Superintendent for a period of six (6) years commencing on July 1, 2020 and ending on June 30, 2026.

If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated expiration date that it does not intend to renew this contract, it shall be renewed for a one (1) year period. Said notice of the Committee's intent not to renew the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his address of record. Any decision not to renew shall be subject to an affirmative vote of a majority of the Committee members. The Superintendent may also request, and shall be provided with, a public hearing on a decision not to renew.

The position of Superintendent is a full time position, and the individual filling that position shall devote his full time carrying out the responsibilities and duties of the position, and shall not, except as provided herein, engage in any other employment or consultant activities which would otherwise interfere with the daily business of the school district without the express consent of the Committee by vote.

#### **2. COMPENSATION:**

The Superintendent hereby accepts such employment at an annual salary of \$225,000 for the term of this agreement. The Committee agrees to pay said salary biweekly. At no point during the life of this contract, or any extension hereof, shall the Superintendent's salary be reduced. This contract may be reopened for any purpose by the joint agreement of both parties.

On July 1 of each year of this contract, the Committee will grant the Superintendent a minimum percent increase equal to the percentage increase in the Consumer Price Index as established by the U.S. Department of Labor for the Boston area over the previous twelve (12) months, with an annual cap at 3%.

In addition, effective each school year, the Superintendent will also receive the following salary increase on the base salary immediately preceding that school year: 0% additional increases if the Superintendent is rated "Needs Improvement", 1.5% if the Superintendent is rated "Proficient," or 3% if the Superintendent is rated "Exemplary" by the majority of the Committee members.

All sums, including but not limited to all salary or benefits due under provision of this Article, upon resignation, termination, or death shall be paid to the Superintendent or his estate in the next two pay periods following same or upon appointment of a fiduciary for the estate.

### **3. DUTIES:**

The Superintendent shall serve as the Executive Officer of the Committee, and shall perform the duties and responsibilities set out below and furthermore prescribed by M.G.L. c. 71 sections 37 and 59. The Superintendent agrees to be bound by the policies of the Committee unless inconsistent with the terms of this contract, in which case, the terms of this contract shall prevail.

The Superintendent shall, in accordance with the laws of the Commonwealth of Massachusetts:

- a. Exercise responsibility to organize, reorganize and arrange the administrative and supervisory staff and teaching staff of the District as he deems necessary.
- b. Administer curriculum and instruction and assume responsibility for selection, placement and transfer of personnel.
- c. Assume responsibility for all matters relating to supervision and oversight of staff, including evaluations, hiring, discipline, discharge and assignment of personnel, and conduct all meetings necessary thereto.
- d. Perform such additional duties and responsibilities as may from time to time be assigned to him by the Committee, including, but not limited to, the duties and responsibilities set forth in the job description for Superintendent of the Framingham Public Schools, a copy of which is attached hereto.
- e. Any and all duties and responsibilities as promulgated by the laws of the Commonwealth of Massachusetts.

### **4. PERFORMANCE EVALUATION:**

The Superintendent shall be evaluated by the Committee on an annual basis. The evaluation of the Superintendent shall be conducted pursuant to 603 CMR 35.00 and standards consistent with the regulations as agreed upon by the parties. The Committee's final summative evaluation of the Superintendent shall be completed by the end of each fiscal year (June 30) of this contract. Any and all anonymous surveys shall not be solicited or utilized as part of the Committee's cycle review or summative evaluation.

Annually, and in any event by the last day in September, the Committee and the Superintendent shall define in writing such goals and performance objectives as they determine necessary for the proper operation of the schools and for the attainment of the Committee's policy objectives, and shall establish a relative priority among those goals and objectives. The goals and objectives generally shall be attainable within the time limitations as specified and appropriations provided, and circumstances within the Superintendent's control. The Committee and the Superintendent shall meet at least every six (6) months to review the progress of attaining said goals and performance objectives.

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.

Any criticism, complaints, and suggestions called to the attention of the Committee, or to any member thereof, shall be 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.

#### **5. SUPERINTENDENT'S CERTIFICATION:**

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him/her to act as Superintendent of the District in the Commonwealth, as required by M.G.L. c. 71. Section 38G. Failure to maintain a proper and valid license will result in the termination of employment.

#### **6. OUTSIDE ACTIVITIES:**

With prior approval of the School Committee Chair or designee (which will not be unreasonably withheld), the Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he sees fit, provided they do not interfere with and/or derogate from his/her duties as Superintendent, as may be determined by the Committee.

#### **7. ADDITIONAL BENEFITS:**

- a. The Superintendent shall be entitled to twenty-five (25) paid vacation days annually. The Superintendent may carry over from year to year any unused vacation time. The maximum number of vacation days that the Superintendent may accumulate at any one time is twenty-five (25) days.

- b. The Superintendent shall be entitled to all holidays recognized by the Committee and made available to other employees of the District.
- c. The Superintendent shall be credited with 15 sick days as of the date of hire. Thereafter, posted annually on the anniversary of the date of hire the Superintendent shall be credited with 15 sick days. Unused sick leave may be accumulated without limit, however unused sick leave will not be paid upon termination of employment. The Superintendent will be eligible to participate in the sick leave bank.
- d. The Superintendent shall be entitled to three (3) personal days during each calendar year. Any unused personal time shall be converted into sick time at the end of each calendar year. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave, as long as such time does not affect the operation of the district.
- e. The Superintendent shall be entitled to up to five (5) consecutive calendar days absence without loss of pay when there is a death in his immediate family. The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, aunt and uncle. One (1) day absence without loss of pay shall be allowed to attend the funeral of a resident of the same household. Duration of a leave may be extended at the discretion of the Chair of the Committee.
- f. The health plan available to employees of the District, as well as life and dental plans, shall be made available to the Superintendent on the same terms and conditions as may be applicable to other employees of the District.
- g. The Superintendent shall be entitled to a car allowance of six (6) thousand dollars (\$6000) for each year of this agreement beginning on each July 1st and continuing for the school year, to be paid in equal quarterly payments.
- h. The Superintendent shall receive a district provided laptop.

## **8. TERMINATION:**

- a. Where good cause exists, the Committee may discharge the Superintendent upon a two-thirds vote, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for his/her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session pursuant to M.G.L. c.30a Section 21(a)(1). The Committee shall provide twenty (20) calendar days written notice of said hearing and a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action.

If the Superintendent is terminated in accordance with this subsection (a), he shall be entitled to be compensated for all salary and benefits, accrued as of the date of termination, but not including accumulated but unused sick leave.

- b. The Superintendent may resign/terminate his employment upon reasonable, at least one hundred and fifty (150) days, written notice to the Committee. Upon the effective date of such resignation or termination, the Superintendent shall be paid all salary and other benefits, except accumulated and unused sick leave, which may have accrued as of such date.
- c. This Contract may be terminated at any time by mutual agreement of the parties.
- d. In the event that the Committee wishes to terminate this contract without good cause and it is unable to reach mutually agreeable terms with the Superintendent, it may terminate the contract upon payment to the Superintendent in lump sum of the unpaid balance of the salary set forth under Section 2 above for the duration of the contract's term up to the then effective date of expiration.

#### **9. EXPENSES:**

Subject to prior approval of the Committee Chair or designee, the Superintendent may attend professional conferences and shall be reimbursed for appropriate expenses, up to three thousand (\$3,000) per fiscal year, upon the submission of necessary documentation.

#### **10. RETIREMENT ASSOCIATION:**

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

#### **11. 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. The contract may not be changed except by a writing signed by the party against whom enforcement thereto is sought.

#### **12. INDEMNIFICATION:**

The Committee agrees to indemnify the Superintendent against all uninsured financial loss, in an amount not to exceed one million dollars, arising out of any proceeding, claim, demand, suit or judgment by reason of any act or omission, except an intentional tort or an intentional violation of the civil rights of any person, if the Superintendent, at the time of such act or omission was acting within the scope of his official duties or employment. This agreement to indemnify the Superintendent shall survive the expiration and/or termination of the employment relationship and is subject to the express provisions of c. 258 of the General Laws of the Commonwealth effective as of the date of this contract.

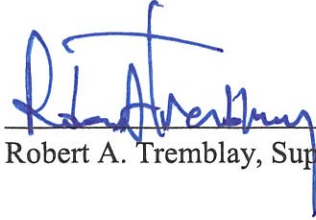
#### **13. INVALIDITY:**

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

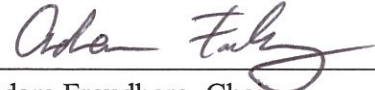
**14. CHOICE OF LAW:**

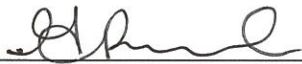
This agreement is governed by the laws of the Commonwealth of Massachusetts.

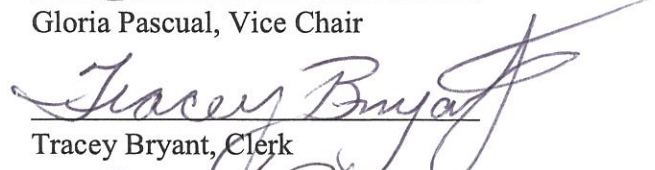
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on this 4th day of September, 2019.


  
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Robert A. Tremblay, Superintendent

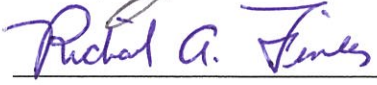
Framingham School Committee


  
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Adam Freudberg, Chair

  
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Gloria Pascual, Vice Chair

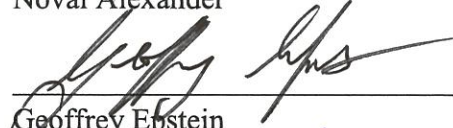
  
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Tracey Bryant, Clerk

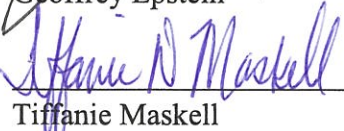
  
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David M. Connelly, Esq.  
Approved As To Form