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CANTON PUBLIC SCHOOLS

Employment Contract for Interim Superintendent of Schools
(07-01-2015 – 06-30-2016)

THIS AGREEMENT is made by and between the Canton School Committee (hereinafter referred to as the "Committee") and Jennifer Henderson.

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

1.0 EMPLOYMENT

The Committee hereby employs Jennifer Henderson as Interim Superintendent of Schools for the public schools of the Town of Canton, Massachusetts, and Jennifer Henderson (hereinafter referred to as the "Superintendent") hereby accepts such employment with the terms and conditions set forth below.

2.0 TERM OF AGREEMENT

2.1 The Superintendent is currently the Director of Curriculum and Instruction under a contract dated June 6, 2013, for the term of three years, beginning July 1, 2013 through June 30, 2016. The contract will be temporarily suspended and replaced with the contract contemplated herein.

2.2 The Superintendent and the Committee will execute an addenda to the contract dated June 6, 2013, simultaneously with the contract contemplated herein, a copy which is attached herein. The addendum will include, but not be limited to, a two (2) year extension of the term of the contract, changing the expiration date from June 30, 2016 to June 30, 2018.

2.3 The Superintendent shall be employed under the terms of the contract contemplated herein for the one (1) year period commencing on July 1, 2015 and continuing until June 30, 2016.

3.0 COMPENSATION

The Superintendent shall be paid an annual salary at the rate of one hundred and fifty five (\$155,000.00) dollars for the period of July 1, 2015 - June 30, 2016.

4.0 DUTIES and RESPONSIBILITIES

The Superintendent shall faithfully perform the duties as are derived from all applicable federal, state, local laws and by-laws and from the job description, policies, and regulations of the Massachusetts Department of Elementary and Secondary Education, Board of Education and the Committee. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature of a short-term duration,

1 so long as they do not derogate from his duties as Superintendent. The
2 Superintendent is responsible for ensuring that any such engagements do not present a
3 conflict of interest or otherwise violate the Massachusetts State Ethics Statute. The
4 Superintendent's absence from the district on a regular work day for the purpose of
5 pursuing his personal professional interests, rather than the interests of the district,
6 requires the approval of the Chairperson of the Committee.

7 8 **5.0 WORK YEAR**

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10 The work year shall be on a twelve (12) month basis and the Superintendent shall
11 devote whatever time including evenings and/or weekends as may be required to
12 perform the duties of Superintendent of Schools.

13 14 15 **6.0 LICENSES**

16
17 The Superintendent shall furnish and maintain throughout the term of this Contract a
18 valid and appropriate license for the position of Superintendent of Schools in the
19 Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G.

20 21 **7.0 ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT**

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23 **7.1** The Superintendent shall function as the chief executive officer of the school
24 district and shall have complete freedom, subject to law and any legally binding
25 contracts and policies of the Committee, to organize, reorganize and arrange the
26 administrative and supervisory staff in such way as in the Superintendent's judgment
27 best serves the school district. The administration of instruction and all business affairs
28 shall include the responsibility for selection, placement and transfer of personnel, which
29 shall be vested in the Superintendent and his staff, unless otherwise provided by law.

30
31 **7.2** The Committee, individually and collectively, shall refer criticisms, complaints
32 and suggestions brought to its attention to the Superintendent for study and
33 recommendation, as appropriate to the circumstances.

34 35 **8.0 REIMBURSEMENT FOR EXPENSES/EQUIPMENT**

36
37 **8.1 Expenses** - Upon the approval of the Chairperson, the Committee agrees to
38 reimburse the Superintendent for reasonable expenses incurred and paid by him/her in the
39 execution of his job as Superintendent.

40
41 **8.2 Professional Memberships** - The Committee shall pay the Superintendent's
42 dues for membership in the Massachusetts Association of School Superintendents
43 (MASS), the American Association of School Administrators (AASA), the Association for
44 Supervision and Curriculum Development (ASCD) and any other professional association
45 that the parties mutually agree on.

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2 **8.3 Cell Phone** - The Committee shall provide the Superintendent and pay the
3 monthly expenses of a cell phone/PDA for the purpose of conducting school business and
4 the occasional, incidental personal business. At the conclusion of his term as
5 Superintendent, this equipment shall remain the property of the Canton Public Schools.
6

7 **8.4 Office Technology** - The Superintendent's office will be equipped with up-to-
8 date computer hardware and software to enable him/her to fulfill his responsibilities as
9 Superintendent. This equipment shall include a laptop, which the Superintendent is free to
10 use outside of his office, including at his/her home. At the conclusion of her term as
11 Superintendent, this office equipment, including the laptop, shall remain the property of the
12 Canton Public Schools.
13

14 **8.5 Management Coaching** - The Superintendent, with the prior approval of the
15 School Committee Chair, shall be entitled to coaching, an in amount not to exceed
16 \$4,000, from a company or consultant knowledgeable in public school management, in
17 topics relevant to enhancing the knowledge and skills necessary to his/her role as
18 Superintendent.
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21 **8.6 Travel Allowance** – The Superintendent will be paid the flat sum of two
22 hundred (\$200.00) per month for travel within the Commonwealth of Massachusetts.
23 Said sum shall be a reimbursement to the Superintendent for travel expenses incurred
24 and paid by her such as mileage, tolls and public transportation costs. Reimbursement
25 shall occur within a reasonable period of time.
26

27 **8.7 Out-of-State Conference Expenses** – All requests for out of state conferences
28 shall be subject to advance approval of the Committee.
29
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31 **9.0 STATE RETIREMENT SYSTEM**

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33 The Superintendent shall be a member of the Massachusetts Teachers' Retirement
34 System (MTRS) as required by the General Laws of the Massachusetts, General Laws,
35 Chapter 32, Section 2.
36

37 **10.0 PERIODIC EXAMINATION**

38
39 Whenever the Committee deems appropriate, the Committee may require the
40 Superintendent to undergo a medical and/or psychological examination to be conducted
41 by a medical doctor (M.D.) of the Committee's own choosing to determine the
42 Superintendent's ability to perform the essential functions of his position, provided the
43 Committee pays for the cost of said examination to the extent it is not covered by a
44 health insurance program offered by the Town of Canton. The Superintendent's failure
45 to cooperate in any such examination shall be "good cause" for dismissal.
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3 **11.0 INSURANCE BENEFITS**
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5 The Superintendent shall be entitled to all insurance (medical, hospital, life, and
6 workman's compensation) benefits and all other fringe benefits currently available to
7 teachers and other administrators, such benefits not to be reduced unless expressly
8 provided for in this Contract or agreed upon in the future.
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11 **12.0 ANNUAL VACATION AND HOLIDAYS**
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13 **12.1** The Superintendent shall receive twenty (20) working days of vacation, which
14 shall be credited on the first day of the contract year, to be taken in the year in which it is
15 earned or the succeeding year. In the event that this Contract is terminated for any reason
16 prior to its expiration date, the Superintendent's vacation entitlement in the year of
17 termination shall be deemed earned pro rata on a monthly basis. A maximum of five (5)
18 vacation days may be carried over into the following contract year; any additional unused
19 vacation days shall be deemed waived unless approved beforehand by the Committee
20 chairperson. In addition to said vacation days, the Superintendent shall be entitled to leave
21 with pay on each holiday recognized by the Commonwealth of Massachusetts or the
22 Committee. The Superintendent's use of vacation time is subject to the Committee
23 Chairperson's approval, which shall not be unreasonably withheld.
24

25 **12.2** Upon termination of this agreement, retirement, or death, all unused
26 vacation leave will be paid based on 1/260 of the Superintendent's salary as of the last
27 year of employment.
28

29 **13.0 LEAVES**
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31 **13.1 Sick Leave** – The Superintendent shall be entitled to fifteen (15) days of
32 sick leave during each year of this Contract. All unused sick leave will be added to the
33 Superintendent's contract in her capacity as the Director of Curriculum and Instruction,
34 Dated June 6, 2013, as amended by addendum dated 05-08-2015. In addition to
35 personal injury or illness, the Superintendent may use a maximum of five (5) days of his
36 accrued paid sick leave each year for illness in his immediate family (spouse, child,
37 parent, or relative living within his household).
38

39 **13.2 Bereavement Leave** – In case of death during the school year of any
40 member of a Superintendent's family (grandparent, grandchild, brother, sister, mother-
41 in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or
42 reduction in accumulated sick leave shall be made for absence not exceeding three (3)
43 school days. In case of death during the school year of a Superintendent's spouse,
44 parent, child, or person living in the Superintendent's household, no reduction of salary
45 or reduction in accumulated sick leave shall be made for absence not exceeding five (5)
46 school days. In case of death during the school year of a Superintendent's nephew,

1 niece, or other relative not mentioned elsewhere in this Section, one (1) day's leave
2 without loss of pay or accumulated sick leave shall be granted on the day of the funeral.
3

4 **13.3 Personal Leave-** The Superintendent shall be entitled to three (3) personal
5 days during each year of his contract.

6 **13.4 Religious Holy Days:** The Superintendent shall be entitled to use up to two
7 (2) days leave with pay for major religious holy days. These days shall be in addition
8 to any of the Superintendent's accrued sick or vacation days.
9

10 **14.0 EVALUATION**

11 **14.1** Within 90 days of the execution of this Contract, the parties shall meet to
12 establish Committee goals and objectives for the ensuing school year. Said goals and
13 objectives shall be reduced to writing and be among the criteria by which the
14 Superintendent is evaluated as hereafter provided.
15

16 **14.2** The Committee shall evaluate and assess in writing the performance of the
17 Superintendent at least once per year during the term of this Contract. The evaluation
18 and assessment shall be reasonably related to the position description of the
19 Superintendent and the goals and objectives set by the Committee for the year in
20 question.
21

22 **15.0 PERFORMANCE**

23 **15.1** The Superintendent shall fulfill all aspects of this Contract. Any exceptions
24 thereto shall be by mutual agreement between the Committee and the Superintendent
25 and must be so noted in writing.
26

27 **16.0 INDEMNIFICATION**

28 **16.1** The School Committee shall indemnify the Superintendent as required by
29 law. In addition, the Committee (or Town if applicable), at its discretion, may further
30 indemnify the Superintendent as permitted by law.
31

32 **17.0 TERMINATION**

33 In the event this Contract is terminated, any and all financial and other
34 obligations of either party under this Contract shall cease. This Contract shall be
35 terminated as follows:
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37 **17.1 Mutual Agreement** – This Contract may be terminated at any time by mutual
38 agreement of the parties.
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1 **17.2 Resignation** – In the event that the Superintendent desires to terminate this
2 Contract before the term of service shall have expired, the Superintendent may do so by
3 giving at least 90 days written notice of such intention to the School Committee, with a
4 time for such termination to be jointly established between the Superintendent and the
5 School Committee.
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8 **17.3 Dismissal for Cause**-. Notwithstanding any provision to the contrary, the
9 Committee may dismiss or suspend the Superintendent for good cause at any time
10 during the term of this Agreement. Prior to any such dismissal or suspension, the
11 Superintendent shall receive written notice of Committee's intent to act, with an
12 explanation of the grounds therefore in sufficient detail to allow the Superintendent to
13 respond. If the Superintendent so requests, he will be given a reasonable opportunity
14 within fifteen days of the notice to review the decision with the Committee, at which
15 meeting the Superintendent may be represented by an attorney or other representative
16 (at his own expense) and may present information pertaining to the bases of the
17 decision and the Superintendent's status. Such meeting will be held in executive
18 session to the extent permitted by applicable law. "Good cause" shall mean any
19 grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in
20 bad faith or irrelevant to the sound operation of the school system
21

22 **17.4 Disability** – In the event of disability by illness or incapacity, the Committee
23 may terminate this Contract by written notice to the Superintendent at any time after the
24 Superintendent (a) has exhausted any accumulated sick leave and such other leave as
25 may be available, and (b) has been absent from his or her employment, for whatever
26 cause, for 180 days within any 12 month period or for 90 consecutive days. If a
27 question arises concerning the capacity of the Superintendent to return to his or her
28 duties, the Committee may exercise its option under Section 10.1 to require the
29 Superintendent to submit to a medical examination.
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31 **17.5 By Death of the Superintendent**

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35 **18.0 ADMINISTRATIVE LEAVE**

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37 At any time during the term of this Contract when the Committee Chairperson deems it
38 in the best interest of the district, he or she may place the Superintendent on
39 administrative leave with full pay and benefits. Such administrative leave shall continue
40 until the Committee as a whole meets and decides otherwise.
41

42 **19.0 ENTIRE AGREEMENT**

43 This Contract embodies the whole agreement between the Committee and the
44 Superintendent and supersedes all prior agreements between the parties. There are no
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1 other inducements, promises, terms, conditions or obligations made or entered into by
2 either party other than those contained herein. This Contract may not be changed
3 except by a writing signed by the party against whom enforcement thereof is sought.
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5 **20.0 WAIVER**

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7 The parties agree that any waiver of any term or provision of this Agreement, by either
8 party, shall not be binding upon the parties unless said waiver is in writing and signed
9 by both parties.

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11 **21.0 INVALIDITY**

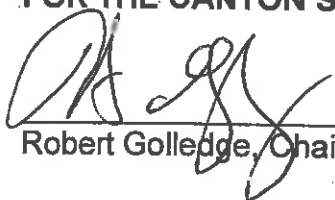
12
13 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of
14 said Agreement, but said remainder shall be binding and effective against all parties.
15

16 **22.0 CONSTRUCTION OF AGREEMENT**

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18 This Agreement shall be executed in triplicate, each of which shall constitute an original
19 and shall be construed in accordance with the laws of the Commonwealth of
20 Massachusetts as they are in effect on the date of execution.
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22
23 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement
24 in triplicate this 8th day of May, 2015.
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26
27 **FOR THE CANTON SCHOOL COMMITTEE by:**

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30 _____
31 Robert Golledge, Chairperson of the Committee
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Assented to by:

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35 _____
36 Jennifer Henderson
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