

CONTRACT OF EMPLOYMENT

This contract, pursuant to Massachusetts General Laws, is made and entered into 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, David Fleishman 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 requirements of the laws of the Commonwealth of Massachusetts and otherwise satisfactorily achieving the legislative and policy objectives of the Committee; and,

Whereas, David Fleishman 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/her from time to time to the reasonable satisfaction of the Committee; and

WHEREAS, the Committee has appointed David Fleishman 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 three years commencing on July 1, 2009 and ending on June 30, 2012. Unless sooner terminated as set forth below, the Committee shall notify the Superintendent in writing at least eight (8) months prior to the stated expiration date whether it intends to renew or extend this contract for a specified length of time beyond the stated expiration date.

The position of Superintendent is a full time position, and the individual filling that position shall devote his/her 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 without the express consent of the Committee.

2. COMPENSATION:

The Superintendent hereby accepts such employment at the annual salary of \$ 214,000 for the first year of this agreement. The Committee agrees to pay said salary biweekly.

DRAFT Superintendent Contract

7/29/2009

The parties shall meet in each year to re-negotiate salary, benefits and compensation to be paid to the Superintendent in the following contract year. Any increases in salary shall be performance based, using the performance evaluation process prescribed by School Committee policy.

3. DUTIES:

The Superintendent shall serve as the Executive Officer of the Committee, and shall perform the duties and responsibilities set out below. 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/she 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/her 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.

4. PERFORMANCE EVALUATION:

The Committee shall review and evaluate the performance of the Superintendent at least every year. Said review and evaluation shall be conducted in accordance with School Committee policy and shall utilize specific criteria developed jointly by the Superintendent and the Committee. Said criteria may be amended as the Committee may from time to time determine, in consultation with the Superintendent. The Committee shall provide the Superintendent with a summary written statement of the evaluation of the Committee and provide an adequate opportunity for the Superintendent to discuss his/her evaluation with the Committee.

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.

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.

6. OUTSIDE ACTIVITIES:

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he/she 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 posted at the point of hire and annually posted thereafter on the anniversary of the date of hire each year. The Superintendent will be allowed to carry over up to twenty-five (25) vacation days. The maximum number of vacation days that the Superintendent may accumulate at any one time is fifty (50) days.
- b. All accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement or termination at the per diem rate of pay then in effect calculated based on the actual number of days in each year the Superintendent is required to work.
- c. The Superintendent shall be entitled to all holidays recognized by the Committee and made available to other employees of the District.
- d. The Superintendent shall be credited with 15 sick days each year at the point of hire and annually posted thereafter on the anniversary of the date of hire. 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.
- e. The Superintendent shall be entitled to three (3) personal days per year and all other leaves of absence as are available to other administrative staff.
- 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 will receive an annual automobile allowance of \$3,000.
- h. The Committee shall pay \$1,000 annually toward the cost of a life insurance policy of the Superintendent's choice.

- i. The Committee will make a lap top computer and BlackBerry available to the Superintendent for his use during the term of this contract.

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. 39, Section 23B. The Committee shall provide thirty (30) 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/she 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/her employment upon reasonable, at least 180 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 the mutual agreement of the parties.

9. EXPENSES:

The Committee shall annually reimburse the Superintendent for attendance at professional conferences, upon submission of appropriate 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 thereof is sought.

12. INDEMNIFICATION:

The School 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/her 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 agreement.

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 the day and year first written above.

Framingham School Committee

Superintendent

Philip A. Dinsky/Chair

David F. Miles/Vice Chair

Beverly Hugo

Adam Blumer

Michael J. Bower

Andy Limeri

Diane Throop

