MEDFIELD PUBLIC SCHOOLS
MEDFIELD, MASSACHUSETTS

FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT OF SCHOOLS

This First Amendment (the "First Amendment") to the April 4, 2016 Contract of Employment ("the 2016 contract") between the Medfield School Committee and Dr. Jeffrey Marsden is effective as of March 11, 2019. The terms of the 2016 contract , a copy of which is attached hereto, are expressly incorporated herein, and any term not modified by this First Amendment shall continue in full force and effect.

A. Section 2 (Term). The term of the Agreement is extended by adding the following at the end of the Section: "The Superintendent shall be employed through June 30, 2024."

B. Section 3 (Compensation) of the Agreement is amended by adding the following after the first full paragraph: "Commencing with the Fiscal Year beginning July 1, 2021, the Superintendent's salary shall be increased by two percent (2%) annually."

C. Section 3 (Compensation) is further amended by adding the following after the first sentence of the second paragraph: "Commencing with the Fiscal Year beginning July 1, 2021, this contribution shall be adjusted to $10,000.00."

D. Section 15 (Performance) is amended by striking it in its entirety and inserting in place thereof:

"The Superintendent shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

The Committee shall annually evaluate the performance of the Superintendent in accordance with the terms of a written evaluation instrument and process which terms are agreeable to both parties. For the life of this contract the Committee and Superintendent agree to use the Department of Elementary and Secondary Education Superintendent Evaluation Tool as required by the state.

The Committee shall evaluate the performance of the Superintendent in writing. Such instrument shall be considered a part of and incorporated by reference into this document. A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Committee chair or evaluation writing subcommittee, signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file."

E. Section 20 (Terms of Renewal) is amended to strike the date December 31, 2020 and replace it with December 31, 2023, and to strike the date June 30, 2021, and replace it with June 30, 2024.

IN WITNESS HEREOF, the parties have signed and sealed this First Amendment on the date and year stated below.

Jeffrey J. Marsden, Ed.D. — Date: 3/11/19

Medfield School Committee — Date: 3/11/19

Medfield School Committee — Date: 3/11/19

Medfield School Committee — Date: 3/11/19

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MEDFIELD PUBLIC SCHOOLS
MEDFIELD, MASSACHUSETTS

SUPERINTENDENT OF SCHOOLS
CONTRACT OF EMPLOYMENT

This Agreement made as of April 4, 2016, by and between the Medfield School Committee, (hereinafter referred to as "the Committee"), and Dr. Jeffrey Marsden, (hereinafter referred to as "the Superintendent").

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

1. **EMPLOYMENT**: The Committee hereby employs Dr. Jeffrey Marsden as Superintendent of the Public Schools of Medfield, Massachusetts, and the Superintendent hereby accepts employment on the terms contained in this contract of employment.

2. **TERM**: The Superintendent shall be employed for a five (5) year period commencing on July 1, 2016 and ending June 30, 2021.

3. **COMPENSATION**: The annual salary for the Superintendent for each contract year will be established pursuant to a salary schedule attached to this contract as Attachment A. For the contract year commencing on July 1, 2016, the Superintendent shall be paid an annualized salary of Two Hundred Fourteen Thousand One Hundred Six Dollars ($214,106.00). Salaries for subsequent years shall be consistent with Attachment A, which is made a part of this contract.

   The Committee shall, pursuant to Massachusetts General Laws ch. 71, § 37B, contribute as pre-tax dollars $5,000.00 in each fiscal year of this contract to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of the Superintendent. The pre-tax contributions in the amounts set forth above shall be made in the second half of each fiscal year.

4. **TERMINATION**: The Committee may terminate this contract for just cause in accordance with Massachusetts General Laws Chapter 71, Section 42 without any further financial obligation prior to the expiration date hereof.

5. **DUTIES**: The Superintendent shall perform faithfully, to the best of his abilities, the duties of Superintendent of Schools as specified in the General Laws of Massachusetts and the policy manual of the Medfield School Committee and such other duties as may reasonably be requested by the Committee from time to time. The Superintendent shall serve as Executive Officer of the Committee.

6. **CERTIFICATE**: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent of the District of the Commonwealth, as required by Massachusetts General Laws Chapter 71, Section 38G. The Superintendent warrants the validity of his credentials and experience proffered to the Committee; misrepresentations will constitute grounds for dismissal.

7. **PROFESSIONAL ACTIVITIES**: The Superintendent may undertake speaking, writing, lecturing, consulting, or other engagements of a professional nature that do no derogate from his duties as Superintendent, upon notice and approval of the Committee Chair or, in his or her absence, the Vice-Chair. Approval will not be unreasonably withheld.

8. **REIMBURSEMENT FOR PROFESSIONAL EXPENSES:** The Committee will reimburse the Superintendent for all expenses reasonably incurred in attending appropriate professional, local, state and national meetings, seminars, and conferences, subscribing to professional publications and dues for professional associations, in an amount not to exceed Four Thousand Five Hundred Dollars ($4,500) per contract year, subject to appropriate documentation of same.

9. **LOCAL TRAVEL EXPENSES:** The Committee will reimburse the Superintendent for local mileage expenses in connection with his employment at a rate approved for Town of Medfield employees, subject to appropriate documentation of same.

10. **STATE RETIREMENT ASSOCIATION:** The Superintendent shall be a member of the Teacher's Retirement System as required by Massachusetts General Laws Chapter 32, Section 2.

11. **VACATION, PERSONAL AND BEREAVEMENT DAYS:** The Superintendent shall receive Thirty (30) vacation days during each of the twelve (12) month contract years of this employment contract. The Superintendent may carry over into the next contract year up to Five (5) vacation days, subject to the approval of the Committee. Central Office coverage for in-year school vacations will be provided for as mutually determined by the Superintendent and the central office administration. All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following retirement, termination, resignation, or death at the then effective per diem rate of pay calculated based on a 260-day work year in a contract year. Additionally, the Superintendent shall be entitled to bereavement and professional days as are available to other professional staff in the Medfield Public Schools.

12. **PERSONAL LEAVE:** The Superintendent shall be entitled to Three (3) days of personal leave each year of this Agreement or any extension thereof. Unused personal leave shall not be carried over from one contract year to the next. Upon retirement, termination, resignation or death, the Superintendent (or his estate) will not be compensated for any accrued but unused personal days.

13. **SICK LEAVE:** The Superintendent shall be entitled to Twenty (20) days of sick leave for each year of this Contract. The Superintendent shall be permitted to accrue unused sick days up to two hundred (200) days, at which time the Committee's obligation under the Contract hereunder shall cease. In the case of an unexpected prolonged absence resulting from injury, disease or illness, the Committee at its discretion may provide additional sick leave to the Superintendent for a period deemed reasonable in consideration of the best interest of the Medfield Public Schools. Upon retirement, termination, resignation or death, the Superintendent (or his estate) will not be compensated for any accrued but unused sick days. Sixty (60) sick days shall be deemed accrued at the commencement of this contract.

14. **HOLIDAYS:** The Superintendent shall receive all paid holidays recognized by the Committee and made available to any other Medfield School Department employee.

15. **PERFORMANCE:** The Superintendent shall fulfill all the terms of this contract. The Superintendent will be evaluated by the Committee during each contract year of this Agreement as to his progress in meeting the goals, objectives and standards set by the Superintendent and Committee each year, consistent with the requirements for the evaluation of superintendents set forth by the Department of Elementary and Secondary Education.

16. **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 writing and signed by the party against whom enforcement thereof is sought.

17. **PRECEDENCE OF LAWS AND REGULATIONS:** Should any provision of this agreement be determined to be in conflict with any existing or future state laws or amendments thereto, such laws or regulations will prevail, but the intent of the Agreement may become the subject matter of discussion between the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirement of such law or regulation.

18. **ARBITRATION:** Any alleged breach of this Agreement or the breach thereof shall be settled and determined by the arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and judgment or decision by an Arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement. Any claim for arbitration hereunder shall be made within thirty (30) calendar days of the act or incident alleged as a basis for the alleged breach.

19. **COUNTERPARTS:** This Agreement shall be executed in two counterparts, each of which shall be deemed original, and all of which taken together shall be deemed to be one and the same instrument.

20. **TERMS OF RENEWAL:** The Committee shall notify the Superintendent at least six (6) months (December 31, 2020) prior to the stated expiration date (June 30, 2021) whether it intends to renew or extend this Agreement for a specified period of time beyond the stated expiration date. If the Committee fails to notify the Superintendent, the contract shall be deemed automatically renewed for one year at the terms then in effect.

21. **TERMS OF DECLINING RENEWAL:** The Superintendent shall not be penalized in the event that he resigns from this position prior to the conclusion of this contract provided, however, that no resignation shall become effective until six (6) months from the date that the Superintendent submits a written letter of resignation to the Chairperson of the Committee, unless the parties otherwise agree on a mutually acceptable departure date.

22. **HEALTH INSURANCE:** The Superintendent shall be offered participation in the health insurance plan available to all Town of Medfield employees.

23. **INDEMNIFICATION:** The Committee agrees to indemnify, defend, and save harmless the Superintendent, consistent with the requirements of Mass. Gen. L. ch. 258, against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Dr. Marsden's duties as Superintendent other than for claims caused by the grossly negligent, willful or malicious misconduct of Dr. Marsden. This clause shall survive the termination of the agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the day and year stated below.

Jeffrey J. Marsden, Ed.D. — Date 4/14/16

Medfield School Committee — Date 4/11/16

Medfield School Committee — Date 4.11.16

Medfield School Committee — Date 4.11.16

Medfield School Committee — Date 4/11/14

Medfield School Committee — Date 4/11/16

Attachment A

Superintendent Salary

FY 2017	$214,106.00
FY 2018	$219,459.00
FY 2019	$224,945.00
FY 2020	$230,569.00
FY 2021	$236,333.00

Proposed contract extension terms for Jeff Marsden, per 3/22/22 meeting w between Leo Brehm, Jessica Reilly and Jeff Marsden:

- Three year extension of current compensation and contract terms except as noted below. Jeff's current contract expires on 6/30/24. This extension would begin on July 1, 2024 and end on 6/30/27:
  - 2% base salary increase/year (schedule attached)
  - $10,000 annual contribution to 403b

- Longevity payment: Beginning at the start of the Superintendent's 10th year of service (7/1/2022- FY 23) he shall receive an annual longevity payment of $5000, not to be considered when calculating annual base salary.

- Attachment A-

Superintendent Salary

Fiscal Year	Base	Longevity
FY 2022	$241,059	$5000
FY 2023	$245,880	$5000
FY 2024	$250,797	$5000
FY 2025	$255,813	$5000
FY 2026	$260,929	$5000
FY 2027	$266,148	$5000

Superintendent Compensation Comparison 3/20/22

District # Students	Medfield 2511	Westwood 2894	Wellesley 4432	Needham 5515	Ashland 2870	Medway 2108	Holliston 2800
Degree/ years exp	Doctorate 15+	Masters 4	Doctorate 15+	Doctorate 15+	Masters 6	Doctorate 7	Doctorate 1st year
Current contract	3 years, 6/21	5 years, 7/20	4 years, 7/19	3 years, begins per annum renewal FY 25; 7/21	6 years, 3/21	6 years, 7/21	2 years, 7/21
Base FY22	$241,059	$220,762	Lowest base $255,000/ highest $269,000	$245,500	$225,000	$204,759 + 1 x merit payment of $6000, inc in base	$191,000
Contracted increase	2%	2.5%	2% base, + up to 2% merit included base salary calculation	Up to 1% merit not included in base calc. Base increase calculated annually "generally in line with annual increases in leadership team salaries" amongst other factors.	Up to 3.5% based on merit tied to evaluation ratings/ 0% if all non-union wages frozen	Variable, see Section 3 for schedule of comp., additional ascending lump sum bonuses over the life of contract	Left to negotiation
403b contribution	$10,000	$10,000	0	$12,500	0	5% of salary, $10,800 FY22 (approx)	$5,000 every 5th year

Superintendent Compensation Comparison 3/20/22

District # Students	Medfield 2511	Westwood 2894	Wellesley 4432	Needham 5515	Ashland 2870	Medway 2108	Holliston 2800
Reimbursements	Membership/ publications/ seminars & travel up to $4500/local mileage	$14,000/yr toward Doctorate	0	Membership/ publications/ seminars & travel - no stated limit	Membership/ publications/	Local and out of state travel, conferences, seminars etc. up to $4,000. $1000/yr tuition	Up to 4 grad classes per year/travel, meetings and conferences
Vacation	30 days, 5 day carryover	30/10 day carry over/10 day payout ($8500/yr)	25 days, 10 carryover	25 days, 5 day carryover, option to "buy back" 10 within the fiscal year ($9400/yr)	25 days/10 carryover	25 days, no carryover	30 days/ 10 carryover/ 10 days buy back ($7300)
Longevity	0	0	$9,000/yr not calculated in base pay	$5750/yr	0	FY 22 $6142, also included in base calc. - see sec 3 of contract	See "403b" above
Stipends	0	$1800/yr job related expenses	$6000 car allowance in lieu of local mileage	$1250 cell allowance/ $2500 in-state travel	$8400 yearly vehicle allowance in lieu of town vehicle	$660 cell phone	$3600 car allowance
Total guaranteed comp	$251,059	$232,562	$270,000 to $284,000	$267,000	$233,400	$228,361	$194,600
Potential add. comp		$14,000 $ 8,000		$9600		$1000	$7300