

EMPLOYMENT AGREEMENT
BETWEEN
THE CAMBRIDGE PUBLIC SCHOOLS
AND
KENNETH SALIM
2019-2022

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made this first day of October 2019, by and between the CAMBRIDGE PUBLIC SCHOOL DISTRICT (the "School District"), acting by and through the Cambridge School Committee, with a principal place of business at 459 Broadway, Cambridge, Massachusetts 02138 ("the Committee"), and, KENNETH SALIM ("Dr. Salim" or the "Superintendent"). This Agreement supersedes all prior employment agreements between the Committee and Dr. Salim.

WHEREAS, Dr. Salim wishes to continue to be employed by the School District as the Superintendent of the Cambridge Public Schools; and

WHEREAS, the School District wishes to continue to employ Dr. Salim in that capacity;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Employment.** The Committee, pursuant to the provisions of G.L. c. 71, §59 and in accordance with an Order adopted at the meeting held on October 1, 2019, hereby continues to employ Dr. Salim as the Superintendent of Schools of the Cambridge Public Schools and Dr. Salim hereby accepts such continued employment under the following terms and conditions, effective as of July 1, 2019.

2. **Term of Agreement.**

A. The Superintendent shall be employed for the period from July 1, 2019 through June 30, 2022.

B. Unless terminated earlier in accordance with Section 22 of this Agreement, this Agreement shall terminate, as herein provided, on June 30, 2022, and, as of such date, the Superintendent's employment as Superintendent shall also terminate.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the School District to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 22 of this Agreement.

D. Nothing in this Agreement shall in anyway be construed as granting tenure or "professional status" to the Superintendent in the position of Superintendent.

E. The term of this Agreement has been agreed to by the parties and it is the intent of the parties not to amend the length of the term. However, on July 1, 2021, the term of this Agreement shall be extended for one (1) additional year (July 1, 2022 - June 30, 2023) unless prior to June 30, 2021, the Committee gives notice to the Superintendent of the Committee's intent not to extend this Agreement; such notice shall be given in accordance with Section 24 of this Agreement.

3. **Professional Certification and Professional Development.** The

Superintendent shall furnish to the Committee and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying him to serve as a superintendent of schools in the Commonwealth of Massachusetts, as required by G.L. c. 71, §38G, and all other applicable laws and regulations. The Superintendent also shall pursue all appropriate

professional development activities necessary for his professional development and for the maintenance of his certification.

4. **Duties and Responsibilities.**

A. The Superintendent shall diligently, faithfully, professionally and competently perform the duties and responsibilities of the Superintendent of Schools; shall serve as the Chief Education Officer and Chief Executive Officer of the School District, as provided in G.L. c. 71, §59 and all other applicable laws and regulations pertaining to public education in Massachusetts; and shall be responsible to direct, organize and manage the School District, in conformity with the requirements of G.L. c. 71 and all other applicable federal and state statutes and regulations pertaining to public education, and in conformity with the rules and policy determinations of the Committee. In addition, consistent with Chapter 71, Section 59 of Massachusetts General Laws, the Superintendent's duties shall include: carrying out the administration and supervision of the School District, including instituting reforms and systemic changes, such as curriculum offerings and program offerings, as the Superintendent finds necessary and expedient, in order to affect changes in the District; directing the financial planning of the District, including the preparation of the annual budget and the submission of the annual budget to the School Committee for review and approval; and providing administrative recommendations on each item of business involving the administration of the District and education matters. The Superintendent also shall fulfill all of the terms and conditions of this Agreement.

B. Except as otherwise required by the Superintendent's duties, the Superintendent shall attend all Committee meetings and shall provide administrative recommendations on each item of business involving the administration of the School District

or education matters.

C. The Superintendent recognizes that the proper performance of his duties and responsibilities will require him to work longer than the school day and that his duties and responsibilities are not confined to prescribed hours.

D. The Superintendent shall have authority, subject to law and any legally binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such a way as, in his best judgment, best serves the School District, subject to consultation with the Committee.

E. Without the express consent of the Superintendent, the School Committee shall not reassign the Superintendent to any other position in the School District nor shall it reassign his duties to other employees of the District.

5. Superintendent/Committee Communications and Relationships.

A. No later than October 31 of each year of this Agreement, the Committee and the Superintendent shall meet to discuss working relationships and communications.

B. The relationship between the Committee and the Superintendent shall be based on a deep commitment to working cooperatively for the benefit of the children and the general community served by the Cambridge Public Schools, and it shall reflect a clear understanding that the Committee is the establishing agent of all School District policy and that the Superintendent has the responsibility to recommend and administer said policy in a sound, fair and ethical manner.

C. In its discretion, the Committee will refer to the Superintendent any criticisms, complaints and situations that are brought to its attention and which the

Committee deems important enough to warrant the Superintendent's attention. The Superintendent shall review and make recommendations on any matters referred to him by the Committee.

6. **Community Activities.** The Committee expects the Superintendent to participate in community activities in order to generate support for the School District, and to solicit feedback from the community on the performance of the School District. In addition, the Committee and the Superintendent agree that his participation in professional educational activities and organizations is a direct benefit to him and the School District, as opportunities for professional growth, serve to enhance the Superintendent's performance and as a platform for demonstrating the City of Cambridge's commitment to improving public education. The Superintendent will seek the input of the Committee regarding his community and professional educational activities.

7. **Evaluation.**

A. The Committee and the Superintendent shall meet in open session to discuss the establishment of mutually acceptable goals and objectives, including measurable outcomes, for each school year, taking into account the educational goals or policies established by the Committee. If the parties are unable to agree on mutual goals and objectives, the Committee shall set goals and objectives, considering the consultation and deliberation they have had with the Superintendent. Such goals and objectives shall be such as are reasonably attainable.

B. The Superintendent shall be evaluated annually by the Committee. The Committee and the Superintendent shall agree upon a time in each year of this Agreement to conduct the Superintendent's evaluation. The Committee shall consult with the Superintendent

on the evaluation instrument to be used by the Committee in its evaluation of the Superintendent. Prior to the evaluation, the Superintendent shall report in writing to the Committee, his accomplishments and progress toward and attainment of the goals and objectives established in Section 7.A., above.

C. The Committee and the Superintendent shall deliberate as permitted under the Massachusetts General Laws regarding the Superintendent's evaluation and the School Committee shall provide the Superintendent with a copy of the written evaluation at least ten (10) workdays prior to the meeting of the Committee scheduled to discuss the evaluation with the Superintendent. The Chair shall complete the evaluation form for the Committee. In conducting the evaluation, the Committee shall speak in "one voice" by voting as an entire Committee on the Superintendent's performance. The feedback of each member of the Committee regarding each aspect of the evaluation shall not be segregated from the consensus view. A consensus of the individual evaluations compiled by the Committee members shall be prepared by the Committee Chair. In the event that the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, the Chair shall describe in writing in reasonable detail the specific areas of unsatisfactory performance.

D. The Superintendent shall sign the written evaluation completed by the Committee Chair. The Superintendent's signature shall not indicate necessarily agreement with the content of the evaluation, but rather shall indicated acknowledgement of receipt of the document. The completed and signed evaluation form shall be placed in the Superintendent's personnel file. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.

E. The Superintendent shall be provided copies of individual Committee

member's evaluations and shall meet with each Committee member to discuss the contents of each member's completed form.

8. Compensation.

A. The Committee agrees to pay the Superintendent, in consideration of faithful, diligent, and competent performance of the duties and responsibilities of Superintendent of Schools, in accordance with the regular payroll cycle of the School District. For purposes of this Agreement, a Contract Year shall commence on July 1st and shall end the following June 30th. During Contract Year 1 (July 1,2019 - June 30, 2020), the Superintendent shall be paid a salary of \$245,531. In each of Contract Year 2 (July 1,2020 - June 30, 2021), Contract Year3 (July 1,2021 - June 30, 2022), the Superintendent shall be paid a salary which equals his salary for the preceding Contract Year plus two and one half per cent (2.5%) of such salary.

B. The Superintendent's salary shall be earned ratably throughout each of the Contract Years and shall be subject to withholdings and deductions required by law or authorized by the Superintendent. The Superintendent shall be paid on a semi-monthly basis.

C. For each of Contract Year 2 and Contract Year 3 and in addition to the two and one half percent (2.5%) adjustment for each such year referred to in subsection 8.A., above, the Superintendent shall be eligible for an additional adjustment up to or equal to one percent (1 %) of his salary for the preceding Contract Year. Such additional adjustment shall be based on, and contingent on, evidence demonstrating progress on outcome measures in the District Strategic Plan and the Superintendent receiving an overall rating of proficient or exemplary on his performance evaluation for the Contract Year. The Superintendent will provide indicators and goals to the Committee evaluation sub-committee for these measures.

D. The Superintendent shall not be entitled to overtime or compensatory

time. The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

9. Annuity and Supplemental Insurance.

A. In addition to the Superintendent's compensation pursuant to Section 8 of this Agreement, the School Committee shall pay up to Fifteen Thousand Dollars (\$15,000.00) per Contract Year commencing in Contract Year 1 (July 1, 2019 -June 30,2020) to purchase an annuity plan selected by the Superintendent in accordance with applicable law and regulations. Such annuity shall be consistent with G.L. c.71, §37B and shall comply with the requirements of Internal Revenue Code Section 403(b) for exclusion of such payments from the Superintendent's taxable income for the applicable Contract Year. To receive the annuity plan provided in this Section 9.A., the Superintendent shall complete and submit all required forms and documents (hereinafter the "documentation") necessary or requested by the Committee, the School District, or the City of Cambridge to comply with applicable requirements precedent to the School Committee providing an annuity under this Section 9.A.. The Superintendent shall submit documentation for each Contract Year, prior to June 30th in each Contract Year preceding the Contract Year in which the annuity will be purchased. The Superintendent understands that the District will report the payments made under this Section 9.A. to federal and state taxing authorities. The Superintendent agrees that if any taxing authority determines that taxes, penalties and/or interest are due or owing with respect to the payments made under Section 9.A. of this Agreement, the Superintendent shall be solely responsible and liable for the payment of such taxes, penalties and interest. Furthermore, the Superintendent agrees to indemnify and hold harmless the Committee, the School District and the City of Cambridge from all sums due and from the costs of defense in the event any such taxing authority asserts or finds the Committee,

the School District, the City of Cambridge, or any of their employees, representatives or agents liable to pay any portion of such taxes, penalties, or interest.

B. Except as provided in Section 9.A., above, the Superintendent and the Committee agree that the Superintendent shall not be entitled to receive reimbursement for supplemental insurance in any of the Contract Years under this Agreement.

C. The Superintendent acknowledges that neither the Committee nor its counsel has advised him regarding the taxability of any monies payable to him under this Agreement. The Superintendent is advised to consult with his own counsel and/or tax advisor as to the specific tax consequences of any payments made under this Agreement.

10. Vacation Leave.

A. The Superintendent shall be granted, on the first day of each Contract Year of this Agreement, twenty-five (25) days of paid vacation leave, exclusive of authorized holidays pursuant to Section 15 of this Agreement.

B. It is the intention of the parties that vacation days are to be taken within the Contract Year in which they are granted. In no event may more than twenty (20) cumulative days of unused vacation time be carried over from one Contract Year to the next. The Superintendent may elect to be compensated for up to fifteen (15) unused vacation days per Contract Year, to be paid by the School District at his prevailing salary daily rate, in addition to the salary established in Section 8 of this Agreement.

C. Unused. vacation leave shall be paid upon termination of employment in accordance with Massachusetts law.

D. The Superintendent shall coordinate his vacation leave with the Chair of the Committee.

H. Sick Leave.

A. The Superintendent shall be granted on the first day of each Contract Year of this Agreement fifteen (15) days of sick leave. Unused earned sick leave shall be cumulative, without limit.

B. The Superintendent shall participate in the administrators' sick leave bank. The Superintendent shall be eligible to receive sick days from the administrators' sick leave bank, in accordance with its terms.

C. Upon the Superintendent's separation from employment under this Agreement for reasons other than termination for "good cause" as set forth in Section 22.A., below, he shall be eligible for buyback of all accrued, unused sick days as follows: (1) for all days totaling up to fifty (50), at the rate of Thirty Dollars (\$30) per day and (2) for any days which exceed fifty (50) and up to sixty (60), Fifty Dollars (\$50) per day.

12. G.L. c. 32B Health/Dental Insurance and Life Insurance. The Superintendent shall be eligible for the group health and dental insurance applicable to management officials of the City of Cambridge at the same premium contribution rate as such insurance is offered to management officials of the City of Cambridge. The Committee shall be obligated to offer to the Superintendent only those health insurance and dental insurance plans that are offered to nonunion management employees of the City of Cambridge. The Superintendent shall also be eligible for the group life insurance applicable to management officials of the City of Cambridge at the same premium contribution rate and at the same coverage ceiling(s) as such insurance is offered to management officials of the City of Cambridge. The Committee shall be obligated to offer to the Superintendent only that group life insurance planes) that are offered to non-union management employees of the City of

Cambridge.

13. Bereavement Leave. The Superintendent shall be entitled to bereavement leave of five (5) consecutive days per Contract Year for the death of an immediate family member, as defined by the School District policy for professional employees, or a relative who resided in the home of the Superintendent, and one (1) workday for death of a close relative.

14. Personal Days. The Superintendent shall be entitled to personal leave of three (3) days per Contract Year for attending to personal situations which otherwise cannot be handled during non-work time. It is agreed that such days will not be taken immediately prior to or following a holiday or vacation period unless required and unavoidable.

15. Holidays. The Superintendent shall be entitled to a day off with pay for all Massachusetts legal holidays and other holidays authorized by the Committee.

16. Expenses.

A. The Superintendent shall be reimbursed for all necessary and reasonable expenses (excluding commuting) incurred in the performance of the duties of the Superintendent, including cost of transportation and attendance at appropriate, local, state, national and international meetings and conferences, and dues for membership in professional organizations, in accordance with the School District budget and City of Cambridge and Committee policies. The Superintendent shall inform the Committee Chair before incurring any of these expenses in connection with his attendance at local, state, national and international meetings and conferences.

B. The Superintendent shall be provided with the use of a School District credit card for expenses associated with the conduct of School District business, subject to

appropriate City of Cambridge and School District procedures and policies regarding credit card use. The Superintendent will provide the Committee each February with an annual report of Cambridge Public Schools credit card expenses incurred during the previous calendar year.

17. Transportation. The Superintendent shall be provided with the use of a School District-owned or -leased automobile for the Superintendent's unrestricted use. The Superintendent agrees that at all times he shall operate and use the automobile in accordance with applicable laws and regulations. Insurance, maintenance, repairs and gasoline in connection with the operation of said automobile shall be paid by the School District. Upon expiration of this Agreement and the Superintendent's employment with the School District, the Superintendent shall return the automobile to the District.

18. Technology and Communications.

To facilitate the work and availability of the Superintendent, the School District agrees to provide the Superintendent with reasonable and necessary current or recent technology, communication devices, and computer access, such as desktop computer, laptop computer, tablet, software and supplies, smartphone, at both his office and residence for business and limited personal use to enable him to conduct work from either location or from remote locations. To facilitate the work and availability of the Superintendent, the School District also agrees to provide the Superintendent with reasonable and necessary cellular communications, including monthly charges, for business and limited personal use to enable him to conduct work from his office, residence or remote locations.

19. **Outside Professional Activities.** The Superintendent shall devote full time, attention and energy to the business of the School District. The Superintendent, however, may undertake speaking engagements, writing, or lecturing, whether paid or unpaid, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent and that such activities do not violate any of the provisions of G.L. c. 268A. Such outside professional activities shall be reported with reasonable promptness to the Chair of the Committee.

20. **Retirement.** The Superintendent shall be entitled to participate in the Massachusetts Teachers Retirement System as required by G.L. c. 32, §2 and in accordance with applicable laws, regulations and rules.

21. **Warranty of Credentials.** The Superintendent represents and warrants the validity of the credentials and experience proffered to the Committee and acknowledges and agrees that material misrepresentations therein shall constitute grounds for termination pursuant to this Agreement.

22. **Termination of Agreement.**

A. **Termination for Good Cause.** The Committee may terminate the employment of the Superintendent at any time during the term of this Agreement for good cause. "Good cause" as used herein shall mean, but is not limited to, any one or more of the following: willful misconduct; incompetence; conduct unbecoming a Superintendent; physical or mental incapacity to perform the essential functions of the position with or without reasonable accommodation; failure to meet reasonable performance standards as determined by the Superintendent's evaluation pursuant to Section 7, above; willful neglect of duty; and insubordination regarding directives by the Committee. In the event that the Committee proposes

to discharge the Superintendent for good cause, it shall provide the Superintendent written notice at least ten (10) workdays prior to any proposed action. The written notice shall include a complete and detailed statement of the reasons for the proposed termination for good cause. The Superintendent shall be afforded all procedural rights available under G.L. c. 30A, §21.

B. Early Termination by Superintendent. The Superintendent may resign his position upon ninety (90) days written notice to the Committee.

C. Early Termination by Committee. At any time prior to June 30, 2022, the Committee may terminate the Superintendent's employment without good cause by giving the Superintendent ninety (90) days written notice of termination, such termination to be effective ninety (90) days after such notice is given. In the event that the Committee terminates the Superintendent's employment without good cause, the School District shall pay the Superintendent an early- termination payment equal to six months of his salary at the annual rate then in effect, unless such termination occurs after January 1, 2022, in which instance the Superintendent shall be paid the unpaid balance of his salary for final Contract Year. Such early termination payment shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. Such early termination payment shall be made on or about the effective date of the Superintendent's termination from employment.

D. This Agreement and the Superintendent's employment may be terminated at any time by mutual consent of both parties.

E. Termination of the Superintendent's employment shall terminate this Agreement. Upon termination of this Agreement pursuant to Section 22, the Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of

his termination. However, with the exception of the early termination payment in Section 22.C., above, if applicable to the Superintendent's termination, the Committee shall not be required to pay, and the Superintendent shall not earn and shall not be entitled to receive, any salary payments and benefits after the effective date of his termination. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

23. Indemnification. The Committee agrees, as a further condition of this Agreement that, in accordance with the provisions of G.L. c.258, it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent, in his individual capacity or official capacity as an agent and officer of the Committee, provided such actions relate to the conduct of the Superintendent while he was acting within the scope of his employment duties, and that he acted in good faith. The provisions in this Section 23 shall survive the termination of this Agreement.

24. Notices. All notices under this Agreement shall be sent to the following:

To Cambridge School Committee: Cambridge School Committee,
459 Broadway,
Cambridge, MA 02138

To Superintendent: Address on File with Human Resources

or to such other address as the Superintendent submits in writing to the Committee.

All notices shall be effective when provided to the Committee and/or the Superintendent by United States mail, private tracked courier delivery, or confirmed receipt facsimile, and

shall be deemed delivered as of the date of personal service by such courier or facsimile; or as of the date of deposit of such written notice in the United States mail.

25. **Legal Validity.** This Agreement shall be governed by and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts and is consistent with the policies, rules and regulations of the Committee. If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will be considered severable, will not be affected, and will remain in full force and effect. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. The parties agree that any disputes shall be resolved or adjudicated in courts of the Commonwealth of Massachusetts.

26. **Entire Agreement.** This Agreement embodies the entire Agreement between the Committee and the Superintendent and the parties acknowledge that there have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement supersedes all prior agreements between the parties. This Agreement may not be changed except by an agreement in writing signed by the parties.

27. **Legal Representation and Understanding.** Each party has had the opportunity to consult with counsel prior to executing this Agreement. Further, each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party. Each party has read this Agreement, understands the content of the document, and has executed it voluntarily.

28. **Ratification**. The parties agree that this Agreement shall be contingent upon, and shall not take effect without, affirmative ratification by the Committee

IN WITNESS THERE, the parties have hereto signed and sealed this Agreement as of the day and year set forth above.

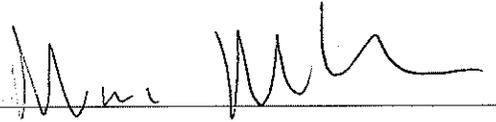
KENNETH SALIM



Dr. Kenneth Salim

Dated: 10/1/19

CAMBRIDGE SCHOOL COMMITTEE

By: 

Mayor Marc McGovern, Chair (Seal)

Dated: 10/01/2019

IN WITNESS THERE, the parties have hereto signed and sealed this Agreement as of the day and year set forth above.

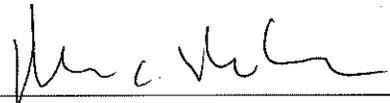
KENNETH SALIM



Dr. Kenneth Salim

Dated: 10/1/19

CAMBRIDGE SCHOOL COMMITTEE

By: 

Mayor Marc McGovern, Chair (Seal)

Dated: 10/01/2019

CERTIFICATION OF EXECUTIVE SECRETARY TO THE SCHOOL COMMITTEE

THIS IS TO CERTIFY that this Agreement was approved, and the execution thereof on behalf of the Cambridge School Committee of Cambridge was authorized, by a vote of the Cambridge School Committee at a public meeting duly held on October 1, 2019 and has been made a part of the minutes of that meeting,

A handwritten signature in blue ink that reads "Rosha E. Beard". The signature is written in a cursive style with a horizontal line underneath the name.

Executive Secretary to the School Committee