

**HADLEY SCHOOL DEPARTMENT
SUPERINTENDENT OF SCHOOLS - CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made as of this 19th day of June, by and between the Hadley School Committee, hereinafter referred to as the "Committee", and [REDACTED], hereinafter referred to as the "Superintendent."

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

1. EMPLOYMENT

The Committee hereby employs as Superintendent of the public schools of the Town of Hadley as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations and promises made and entered into by the Committee, and the Superintendent hereby accepts employment on the following terms and conditions.

2. TERM

The Superintendent shall be employed for five (5) years commencing on July 1, 2019 and ending on June 30, 2024 except as provided herein. This contract will rollover for additional one year time periods beginning on July 1, 2023, and on July 1 of each subsequent year, unless the School Committee gives written notice by certified mail of its intent not to renew the contract. In the event this intent is given, the contract will expire on June 30, 2024. If the contract has already rolled over for subsequent year(s) the contract will expire upon the expiration of the roll over period (s).

3. COMPENSATION

The Superintendent's annual salary will be paid \$ 140,296.05 in equal installments convenient to both parties, but not less often than once every two weeks, beginning July 1 and through June 30 of each fiscal year. Compensation shall be negotiated on an annual basis but shall not be decreased from the previous fiscal year.

4. DISCHARGE

In the event that said Superintendent desires to terminate this contract before the term of services shall have expired, she may do so by giving at least six (6) months written notice of intent to the Committee.

Where good cause exists, the Committee may discharge the Superintendent upon a majority vote of the entire Committee, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the charge or charges and cause or causes for 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 as discharge invariably affects a

Superintendent's reputation and character which, given the duties of a Superintendent, are inextricably linked to performance. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

5. DUTIES

The Superintendent shall perform faithfully, to the best of her ability, the duties of the Superintendent of Schools, and shall serve as Executive Officer of the Committee. For the guidance of the Committee and the Superintendent there is attached hereto a copy of the duties and responsibilities of the Superintendent, but this is not to be construed as a limitation on the part of the Committee to add to or subtract from the duties of the Superintendent. The Superintendent's primary responsibility will be to the Hadley School District.

6. CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of contract a valid and appropriate certificate qualifying her to act as Superintendent of Schools in the Town of Hadley in the Commonwealth as required by M.G.L., C. 71, Section 38G.

7. CONTINUING EDUCATION

The School district will pay the full tuition cost of the new Superintendent Induction Program. Upon completion of the program, these funds will be applied to expenses associated with coursework and continuing education for the Superintendent.

8. ADMINISTRATION AND SUPERVISION OF THE SCHOOL DISTRICT

The Superintendent shall have complete freedom, subject to the approval of the Committee and subject to law and any legal binding contracts of the Committee, to organize, reorganize, and arrange the Administrative and Supervisory staff in such a way as in her best judgment will best serve the School District. The administration of instruction and all business affairs shall include the responsibilities of selection, placement, and transfer of personnel, and staff.

9. EXPENSES

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of duties. Such expenses shall include, but not be limited to, costs of transportation, lodging and meals at local, state, and national meetings and conferences if funds are available. Also, legal fees and judgments incurred as a result of any action brought against her that arises out of her employment will be covered by the School District with the exception of intentional torts or criminal actions, as provided for under the Town of Hadley's liability insurance policy.

10. FRINGE BENEFITS

a. The Superintendent will be entitled to twenty-nine (29) working days of vacation each year, plus the following legal holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and one floating holiday.

b. At the expiration or termination of this agreement, the Superintendent shall receive a sum equal to then in effect per diem rate of pay for any accumulated and unused vacation leave not to exceed a maximum of fifty (50) work days of vacation time. In the event of death any accumulated and unused vacation time will be paid to the Superintendent's estate.

c. No more than three (3) vacation weeks may be taken in succession without approval by the Committee.

d. Personal Leave: The Superintendent shall be entitled to three (3) personal days with pay, and one Floating Holiday except in an emergency, 24 hour written notice shall be given of intent to take a personal day.

e. The School District will reimburse the Superintendent for reasonable and customary expenses associated with a laptop/tablet and cellular data plan.

f. The Superintendent shall be entitled to all insurance (medical, hospital, and life) benefits and all other fringe benefits currently available to other professional personnel.

11. SICK LEAVE

a. The Superintendent shall be entitled to sick leave in the amount equal to, but not in excess of, eighteen (18) days of sick leave for each year of this contract and any extensions hereunder. The Superintendent shall be entitled to accumulate sick days up to a maximum of one hundred ninety (190) days. If the Superintendent retires after ten (10) consecutive years of service with the Hadley School system

and has on hundred (100) or more unused sick days, she will receive three thousand dollars (\$3,000) sick leave buy back.

- b. If the Superintendent suffers a death in the immediate family (which is defined as father, mother, sister, brother, husband or wife, son or daughter) she may have up to five (5) calendar days leave to attend the funeral and clear up estate matters. Bereavement leave may be extended upon application to and in the discretion of the School Committee.

Three (3) calendar days of bereavement leave may be granted upon application to the School Committee and by their approval for attending funerals for a grandmother, grandfather, and spouse's immediate family or other than those covered under paragraph 1 above. Bereavement leave may be extended upon application to and in the discretion of the School Committee.

12. PERFORMANCE

- a. The Superintendent shall fulfill all aspects of this contract to the best of her ability. Any exceptions hereto shall be by mutual agreement between the Committee and the Superintendent in writing.
- b. The Superintendent's job performance shall be measured against the standards contained in the job description and any performance objectives that are determined on an annual basis by mutual consent between the Superintendent and Committee, and as provided for by law.

13. EVALUATION

The Superintendent shall be evaluated annually by the Committee in accordance with the evaluation instrument for Superintendent of Schools prepared pursuant to the provisions of 603 CMR 35.00.

Standards Based Evaluation

Mid and End Cycle Review – On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. Her work since the last cycle review will be discussed in relation to the Principles of Effective Administration and Leadership set forth in 603 CMR 35.00 and any additional goals or standards mutually agreed upon by the parties. The Committee shall provide an overall rating of “exemplary,” “proficient,” “needs improvement,” or “unsatisfactory” in relation to such standards and goals. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

Summative Evaluation – The Committee shall review the Superintendent’s progress at end cycle on goals and performance standards in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals and proficiency on DESE standards.

Data Sources – The Committee may use whatever data sources it deems appropriate, excluding, however anonymous surveys, provided the data it intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting in a timely manner. Due to the unreliability and potential prejudice of anonymous evaluations, these instruments shall not be solicited or utilized as part of the Committee’s cycle review or summative evaluation.

Receipt and Signing – Any evaluation report delivered by the Committee will be signed by the Superintendent. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent’s personnel file.

Consensus Document – The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member’s individual assessment of the Superintendent’s performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L. c. 30A section 22(e).

Specific Written Feedback – 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.

Individual Concerns – Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate the Superintendent’s performance, the Superintendent shall schedule one or more individual private meetings with each committee member so that she may discuss with each member his or her own individual concerns before they are shared with the Committee as a whole.

Prompt Notice of Complaints or Concerns – Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly 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 and may not have sufficient time to take remedial action.

14. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teacher's Retirement System as required by M.G.L., C. 32, and Section 2.

15. 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. This agreement supersedes, and takes the place of, any and all prior contract agreements between the parties.

16. INVALIDITY

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

17. This Agreement shall be executed in two counterparts, each of which shall be deemed as an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate this _____ day of in the year 2019.

Town of Hadley, MA

BY:

School Committee, Chairperson

Superintendent of Schools