

CONTRACT OF
[REDACTED]
SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT, made as of January 23, 2017 by and between the Harvard School Committee, hereinafter referred to as the "Committee," and [REDACTED] of [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 agrees to continue to employ [REDACTED] as Superintendent of the Harvard School District and the Superintendent of Schools hereby accepts continued employment on the following terms and conditions.

2. TERM:
 - A. The Superintendent shall be employed for the period covering July 1, 2017 through June 30, 2022. The School Committee shall notify the Superintendent on or before January 15, 2022 as to whether it intends to renew said contract beyond the expiration date of June 30, 2022.

 - B. The Superintendent may terminate this Agreement only after having furnished the Committee with her written notice of intention to terminate at least ninety (90) calendar days prior to the effective date of her resignation or upon mutual agreement of the parties.

3. COMPENSATION: The superintendent will receive a salary as follows:

<u>Contract Year</u>	<u>Salary</u>
July 1, 2017, - June 30, 2018:	\$165,648
July 1 st 2018 – June 30 th 2019:	\$168,132
July 1 st 2019 – June 30 th 2020:	\$170,655
July 1 st 2020 – June 30 th 2021:	\$173,215
July 1 st 2021 – June 30 th 2022:	\$175,812.

Salary shall be earned ratably for each Contract Year, will be prorated for work of less than a full Contract Year, and will be payable in equal installments in accordance with the policy of the SCHOOL COMMITTEE.

At the discretion of the School Committee, the Superintendent may be eligible for a performance bonus should she receive an overall evaluation rating of

9. PERFORMANCE: The Superintendent shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the committee and the Superintendent in writing.

10. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee and the Superintendent of Schools 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.

11. 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.

12. INDEMNIFICATION: The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent in accordance with Massachusetts General Law Chapter 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this 23rd day of January in the year 2017.

Harvard School District:

ATTACHMENT A
WORKING CONDITIONS FOR [REDACTED]

A. HEALTH INSURANCE:

The Superintendent shall be entitled to a Town contribution towards a health insurance plan offered by the Town commensurate with other School administrators.

B. WORK YEAR:

The work year shall consist of 12 months less holidays, vacations and authorized paid leave. Workdays will consist of non-holiday weekdays unless prior mutually acceptable arrangement has been made. The Work Year and the Contract Year are the same.

C. VACATION:

The [REDACTED] will be entitled to twenty-five (25) workdays' vacation per Contract Year. All vacation days will be credited on July 1st on the work year. However, in the event the Superintendent resigns or is separated from employment prior to the end of the Contract Year, vacation days shall be prorated. The School Committee may approve in writing the carryover of up to ten vacation days because the needs of the school and/or the system prevented the administrator from taking all vacation during the Contract Year in which it was earned. In no event shall an administrator's vacation allotment exceed (35) thirty five days in any Contract Year.

D. HOLIDAYS:

The [REDACTED] will be entitled to the following twelve (12) holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the Friday immediately after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, or any additional holidays that may be identified in the school calendar. In the event that any of these days fall on a Saturday or Sunday, an alternate day may be established by mutual agreement.

E. SICK LEAVE:

The [REDACTED] will accrue days at the rate of fifteen (15) days per work year with pay, cumulative to one hundred (110) days, as determined on June 30th. Sick Leave may be used for personal illness or injury. Six (6) may be used for family illness as needed, within her accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. The annual allowance will be posted each July 1st. If the administrator has fifteen (15) or more absences in a given year under this provision or five (5) consecutive absences, she shall, if requested, be required to produce medical evidence to support further absences.

F. OTHER LEAVE:

Total other leave, including Bereavement Leave, Personal Business, and Leave for Religious Observance, may not exceed five (5) days per year.

(i) Personal Business:

The Superintendent shall be granted absence from school duties for personal business. Personal business is defined as essential personal matters that cannot be cared for during non-working hours. Such leave is not cumulative from year to year and shall not normally be taken on days immediately preceding or following regular school vacations or holidays during the school year.

(ii) Leave for Religious Observances:

The Superintendent may be granted absence from school duties without the loss of salary for the observances of religious holidays that are not regularly included in the school holiday schedule. If taken, there will be no deduction from the administrator's accumulated sick leave days.

The Superintendent will keep the School Committee informed of any intended absence and will designate another administrator(s) to cover her responsibilities as needed during her time away from the district.