

**Hingham School Committee
Interim Superintendent's Employment Contract**

Agreement made this 18th day of August, 2021, between [REDACTED] hereinafter referred to as the "Interim Superintendent," and the Hingham School Committee, hereinafter referred to as the "Committee" (each a "Party" and, together, the "Parties").

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Employment

The Committee hereby employs [REDACTED] as Interim Superintendent of the Hingham Public Schools (the "Schools") and [REDACTED] hereby accepts employment as Interim Superintendent of the Schools, subject to the terms and conditions hereinafter provided and contingent on the Department of Elementary & Secondary Education's (DESE) approval of the School's Request for Critical Shortage Waiver for Purposes of Employing a Retired Educator.

2. Term

This agreement shall commence on the date of DESE's approval of the pending waiver and shall terminate June 30, 2022.

3. Compensation

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and in this agreement, the Committee agrees to pay the Interim Superintendent at the following annual rate of pay, which will be pro-rated to reflect the actual start date: \$210,000.00.

The Interim Superintendent's salary shall be paid in equal installments in accordance with the practices of the Committee governing payment of other professional staff members.

The Committee shall, pursuant to Mass. G.L. Chapter 71 §37B, contribute, as pre-tax dollars, a dollar amount equal to two percent (2%) of the Interim Superintendent's gross salary to an IRA defined by the employee provided that the statutory authority remains in effect and the Interim Superintendent chooses to retain the investment. The pre-tax contribution in the amount set forth above shall be made at the beginning of the second half of each contract year.

4. Duties and Responsibilities

The Interim Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Interim Superintendent shall manage the Schools in a fashion consistent with state law and the policy determinations of the School Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Interim Superintendent shall fulfill all of the terms and conditions of this agreement and shall perform the duties that are assigned to him by the School Committee, are contained in any job specification approved by the School Committee, or are otherwise inherent in the position of Superintendent. It is understood that there may be times that the Interim Superintendent will be required to work remotely, provided that such remote work will be approved in advance by the Chair of the School Committee, such approval not unreasonably to be withheld.

The Interim Superintendent shall comply with the policies and procedures of the School Committee and shall serve and perform such duties at such time and places and in such manner as the School Committee may from time to time direct.

5. Goals and Objectives

The School Committee and the Interim Superintendent shall work cooperatively to create a set of goals and objectives, including measurable outcomes and dependencies, for the year. The School Committee retains the right to set and approve all goals and objectives.

The Interim Superintendent will facilitate and support the transition to a permanent superintendent.

In lieu of an evaluation process, the School Committee will conduct an exit interview of the Interim Superintendent upon the expiration of this contract.

6. Outside Professional Activities

The Interim Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities, whether or not for remuneration, do not in any manner interfere, derogate from or create a conflict of interest with the performance of his duties and responsibilities as Interim Superintendent, and provided that they have been approved in advance by the Chair of the School Committee, such approval not unreasonably to be withheld.

7. Certificate

The Interim Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other applicable laws and regulations.

8. Dismissal or Suspension

Anything contained in this agreement to the contrary notwithstanding, the School Committee may suspend and/or dismiss the Interim Superintendent during the term of this agreement in accordance with the provisions of the Massachusetts General Laws and all other applicable laws and regulations.

It is expressly understood and agreed that the non-reappointment of the Interim Superintendent by the School Committee upon the expiration, or the failure of the Parties to agree on any renewal or extension, of this agreement (or any renewal or extension of this agreement) shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements of that statute or of the remaining provisions of this Section 8 shall not apply in such circumstances.

The Interim Superintendent shall be subject to discharge, with no further obligation of the Schools or the School Committee, if a majority of the School Committee reasonably determines that there is good cause for discharge. For purposes of this agreement, "good cause" shall mean, without limitation, any ground that is put forth by the School Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to: (i) incompetence, (ii) the Interim Superintendent's failure to satisfy the performance standards established pursuant to this agreement, (iii) inefficiency, (iv) incapacity, (v) conduct unbecoming an Interim Superintendent, or (vi) insubordination.

In the event the School Committee determines to discharge the Interim Superintendent for good cause and, if the School Committee has requested his resignation, the Interim Superintendent declines to resign, the Interim Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, to be provided 15 days' notice of the time and place of a meeting with the School Committee thereon, and to attend a meeting with the School Committee, which meeting shall be open to the public if the School Committee so requests or if required by law. During this notice period, the School Committee may relieve the Interim Superintendent of his duties, and may appoint an acting Superintendent. The Interim Superintendent shall have the right to be represented by legal counsel at any such meeting, at his own expense, and the purpose of such meeting shall be to afford the Interim Superintendent the opportunity to respond to the causes specified in the School Committee's written statement. The Interim Superintendent may appeal any dismissal for good cause by filing a petition with the American Arbitration Association for arbitration before a single arbitrator, under the applicable rules of the Association then in effect. Arbitration shall be the exclusive forum for challenging any claim by the Interim Superintendent arising out of, or relating to, his dismissal, including with limitation claims arising under this agreement, under Ch. 71 or Ch. 151B of the Massachusetts General Laws, or under any other law or regulation. If the arbitrator finds for the Interim Superintendent, the award may include back pay damages for the balance of the contract term after the discharge but shall not include the reinstatement of the Interim Superintendent to any position.

The School Committee may also discharge the Interim Superintendent without good cause, upon 15 days' advance notice. In the event the School Committee discharges the Interim Superintendent without good cause under this provision, the Interim Superintendent shall receive continued payment of his base salary for a period of twelve (12) months, or until the end of the then current contract term, whichever is shorter, provided that the Interim Superintendent shall be entitled to such payments only if he has within 30 days signed and not revoked a general release of claims to be provided by the School Committee at the time of discharge, releasing the Schools, the School Committee and all those associated with either of and from any liability of any sort.

9. Reimbursement for Travel, Expenses, and Dues

The School Committee agrees to reimburse the Interim Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Interim Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate out of district, state and national meetings and conferences, and shall be subject to such annual limits as the School Committee may establish; provided, however, that any item of expense addressed in some other Section of this agreement (such as mileage, smart phone, computer, medical examination and tuition) shall not also be subject to reimbursement under this Section. All out of state expenses and dues must be approved in advance by the Chair of the School Committee. The School Committee shall reimburse the Interim Superintendent for membership fees in regional, state or national organizations relevant to his position, subject to any annual cap as the School Committee may place on such expenses, and provided that participation in such organizations does not interfere or conflict in any manner with the Interim Superintendent's performance of his duties and responsibilities. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

10. Sick Leave, Disability, Medical Examination

The Interim Superintendent shall accrue sick leave, to be used in the event of personal illness or injury, at the rate of 1.25 days per month of active employment. The Chair of the School Committee shall be notified of all sick leave days, on each day of absence, and the Interim Superintendent shall provide such documentation of the illness or injury as the Chair may request, subject to the requirements of applicable law. If the Interim Superintendent is absent for five consecutive days, the Interim Superintendent must present to the Chair of the School Committee a written statement from a qualified physician certifying that the Interim Superintendent is fit to return to duty.

If, due to illness or injury, the Interim Superintendent is unable to perform substantially all of his duties for 90 continuous days out of any period of the current contract, the School Committee shall have good cause to dismiss the Interim Superintendent. In determining whether the Interim Superintendent is unable to perform substantially all of his duties, the School Committee may rely on the determination, which shall be conclusive, of a qualified physician having no on-going business relationship with the Schools, to whom the Interim Superintendent has no reasonable objection. If the Interim Superintendent refuses to be so-examined, then the School Committee's determination shall be binding.

The Interim Superintendent may be required to produce to the School Committee the results of an annual physical. The physical shall be at the Interim Superintendent's expense unless, at the Interim Superintendent's option, the physical is performed by a physician appointed by the Schools, to whom the Interim Superintendent shall have no reasonable objection, in which event the physical shall be performed at the Schools' expense.

11. Insurance Benefits

The Interim Superintendent, although eligible to participate in the same health, life and other insurance benefits, including retiree medical insurance, as are generally provided from time to time to employees of the Town of Hingham, has declined the offer of insurance.

12. Vacations

The Interim Superintendent shall accrue vacation time at the rate of twenty-eight (28) days per contract year (the period from July 1 through June 30). The time for taking vacation shall be subject to the advance approval of the Chair of the School Committee, such approval not unreasonably to be denied. The Interim Superintendent shall be allowed to carry over no more than five (5) vacation days (whether accrued in the prior year or in any other year) into any new contract year; any days in excess of five (5) that the Interim Superintendent has accrued but not used shall be forfeited at the end of the prior year. Upon termination of employment, the Interim Superintendent will be paid for all accrued but unused vacation days then reflected on the books of the Schools.

13. Annual Allowances

a) Auto Allowance: The Interim Superintendent shall be entitled to a \$2,500 stipend for each year of this agreement to cover expenses related to his use of a car for business purposes.

b) Technology Allowance: The Interim Superintendent shall be entitled to a \$1,500 stipend for each year of this agreement to cover the expense of a smart phone and of cellular or other data service for use of that phone. The School Committee shall provide the Interim Superintendent with a computer. The computer is considered property of the school district. The Interim Superintendent shall adhere to school district policies regarding usage of the computer and shall return the computer upon separation from employment.

14. Personal Leave

The Interim Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of four (4) days per year of this agreement for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

15. Liability Insurance

The Interim Superintendent shall be covered by the Town's Errors and Omissions Liability insurance policy.

16. Warranty of Credentials

The Interim Superintendent hereby represents and warrants the validity of the credentials

and experience proffered to the School Committee, and material misrepresentations therein shall constitute good cause for dismissal.

17. Termination by the Interim Superintendent Prior to Expiration

The Interim Superintendent may terminate this agreement, prior to its expiration date, upon written notice to the Committee of at least one hundred fifty (150) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the School Committee and simultaneously by email to the Chair's School Committee address. The Interim Superintendent may request, and the Committee may consider, termination on less than one hundred fifty (150) days' notice. The School Committee may shorten the notice period, whether requested by the Interim Superintendent or not, and, if not requested by the Interim Superintendent, shall pay the Interim Superintendent his base salary for the omitted portion of any shortened notice period, provided that the Interim Superintendent shall be entitled to such payments only if he has within 30 days signed (and not revoked) a general release of claims (to be provided by the School Committee at the time of termination of employment), releasing the Schools, the School Committee and all those associated with either of and from any liability of any sort.

Should the Interim Superintendent choose to terminate this agreement and leave the employment of the Hingham Public Schools to work as Interim Superintendent in another Massachusetts school district prior to the agreement's expiration date, he shall compensate the Committee an amount equal to 10% of his annual salary.

18. Indemnification

- A. The Committee shall at all times indemnify and hold harmless the Interim Superintendent to the extent permitted by and in accordance with and subject to the terms of Mass. G.L. c. 258.
- B. This indemnification provision shall survive expiration of this agreement or the cessation of the employment relationship, to the extent permitted by and subject to the terms of Mass. G.L. c. 258.

19. Invalidity

Should any paragraph or part of this contract be invalid, the balance of the contract shall be binding and effective on all parties, but the parties will meet to discuss whether a substitute provision to give effect to their intent can be agreed upon.

20. Entire Agreement

This agreement embodies the whole agreement between the School Committee and the Interim Superintendent and supersedes any prior agreements, whether written or oral, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either Party other than those contained herein. This agreement may not be changed except by a subsequent written agreement of the Parties.