

HOLBROOK PUBLIC SCHOOLS
Holbrook, Massachusetts
CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS

This Contract entered into as of October 25, 2017 by and between the Holbrook School Committee (hereinafter sometimes referred to as the "Committee") and [REDACTED] ("Superintendent.") In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT:

The Committee has employed [REDACTED] as Superintendent of the Holbrook Public Schools ("District"), and the Superintendent accepted employment on the terms and conditions outlined below.

2. TERM:

The Superintendent shall be employed for a three-year period commencing July 1, 2017 through June 30, 2020. Unless the Committee otherwise notifies the Superintendent by April 1, 2020 (or by April 1 of any succeeding year), the Superintendent term of employment will extend one additional year each evaluation cycle. Any such notice shall be in writing and delivered in hand to the Superintendent or, in the alternative, sent by certified mail to the Superintendent at his/her address of record.

3. COMPENSATION:

The Superintendent shall be paid an annual salary of \$145,000 for the period of July 1, 2017 through June 30, 2018. Thereafter, for each of the fiscal years when this contract is in effect, the Superintendent and the Committee shall meet at least thirty days prior to the anniversary date of the contract for the purpose of reviewing the working relationship between the Committee and the Superintendent and establishing the Superintendent's salary for the forthcoming contract year. At no time during the life of this contract, or any extension, hereof, shall the Superintendent's salary be reduced.

4. LICENSURE:

The Superintendent shall furnish and maintain throughout the term of this Contract of Employment a valid and appropriate Massachusetts License which qualifies her to serve in the position in the Commonwealth and pursuant to the provisions of Section 38G of Chapter 71 of the General Laws and regulations of the Massachusetts Department of Elementary and Secondary Education (DESE) promulgated thereunder.

5. RESPECTIVE ROLES AND RESPONSIBILITIES:

The Committee, collectively and as individual members, hereby acknowledge that the Committee's authority is granted and circumscribed by statute to include selection, supervision and termination of the Superintendent, review and approval of the budget, and establishment of goals and policies consistent with the law and with guidelines issued by the Massachusetts Department of Elementary and Secondary Education. The Committee, collectively and as individual members, further acknowledge that the Superintendent's statutory role includes managing the Holbrook Public Schools, a role that requires the exercise of sound judgement and discretion so long as consistent with state law and the general policies developed by the Committee. Such exercise of judgement and discretion applies to all decision making including in the appointment, placement, and supervision of all personnel, subject to the recommendation of the building principal, if applicable. Further, as appropriate to the Superintendent's role, the

Committee, collectively and as individual members, agree to promptly refer to the Superintendent for study, action, and/or recommendation, all criticisms, complaints, and suggestions that are brought to the attention, of the Committee and/or its members. In turn, the Superintendent shall keep the Committee apprised of matters affecting the school department, as appropriate to the circumstances.

6. TIME AWAY FROM THE DISTRICT:

The Committee and Superintendent recognize the importance of the Superintendent's on-site presence in the District as well as the need for her to spend time off site to address the interests of the District as well as to address personal matters. Thus, the Committee agrees to provide the Superintendent with time away from the District as set forth below. The Superintendent will maintain a record of business days spent off site designating which of the following apply, such record to be kept in a manner easily accessible to the Committee Chairperson and to District administrators who may need to communicate with the Superintendent regarding school business.

A. Annual Vacation: The Superintendent shall be entitled to thirty (30) working days, accrued on the basis of 2.083 days per month, as annual vacation, exclusive of legal holidays. Upon completion of the year of employment, the Superintendent may exercise an option to sell up to five (5) vacation days per year at the rate equal to 1/260 per day of the Superintendent's annual compensation. The Superintendent will be entitled to carry-over up to five (5) days provided that such vacation time shall be cumulative to no more than thirty (30) days at the end of a fiscal year. Any additional unused vacation days shall be deemed waived. It is understood that any days that the Superintendent accrued but did not use when employed in prior positions within the District shall carry over into this contract, subject to the five-day maximum carryover, for an accumulation of no more than thirty (30) days at the end of any fiscal year.

The vacation time under this Section is in addition to taking time off work for the following legal holidays when they fall on or are celebrated on a normal business day: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day (and the Friday after Thanksgiving), Christmas Day, either the day before or after Christmas, and either the day before or the day after New Year's Day.

B. Sick Leave: Commencing on July 1, 2017, the Superintendent shall be entitled to all unused sick time accrued in the District and not used as of that date and shall further accrue fifteen (15) days of sick leave annually, prorated on the basis of 1.25 days per month, with said sick leave days cumulative to a maximum of 150 days. If at any time during the Superintendent's service, the Superintendent has exhausted all of her accumulated sick leave, the Committee may, in its sole discretion, grant to the Superintendent additional paid sick time in an amount of up to 100 days to be used for catastrophic personal illness or injury. In addition to personal injury of illness, the Superintendent may use a maximum of five (5) days of her accrued paid sick leave each year for illness in the family.

C. Bereavement Leave: The Superintendent shall be entitled to up to five (5) days in the event of death in the Superintendent's family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law).

D. Personal Leave: The Superintendent may take three (3) personal days to conduct personal business which otherwise could not be conducted during after school hours.

E. Participation in Professional Development and Attendance at Professional Conferences: The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development the Committee shall pay up to \$1,000 during the 2017-2018 school year for the Superintendent's participation in an Induction and Executive Mentoring program or similar consultation program.

F. Professional Engagements and Consultative Work: The Superintendent may in her sound discretion undertake and accept compensation for speaking, writing and lecturing engagements of a professional nature; provided, however, that none of such engagements shall derogate (as determined by the Committee) from the Superintendent's duties as Superintendent of Schools. In addition, the Superintendent shall provide written notification to the Committee Chair when she engages in said commitments.

7. REIMBURSEMENT FOR EXPENSES:

The Committee shall reimburse the Superintendent for all expenses reasonably and legitimately incurred in the performance of the Superintendent's duties under this Contract. Such expenses shall include, but shall not be limited to: costs of transportation and attendance at appropriate local and state meetings and conferences and dues, subject to the approval of the Committee.

8. HEALTH AND LIFE INSURANCE:

The Superintendent shall be entitled to all insurance benefits (health and life) which are presently available to town employees.

9. WORKERS COMPENSATION:

If the Superintendent is injured in the course of her employment, she shall be entitled to Worker's Compensation benefits in accordance with the provisions of Chapter 152 of the General Laws. Additionally, the Superintendent shall be permitted to use her sick leave in such a fashion that the amount of Worker's Compensation benefits added to her sick leave totals the amount of the Superintendent's salary.

10. EVALUATION:

The Superintendent shall be evaluated on an annual basis by the Committee in accordance with the regulations and performance standards for administrators, as promulgated by DESE.

11. TERMINATION:

In the event this Contract is terminated, any and all financial and other obligations of either party under this Contract shall cease. This Contract shall be terminated as follows:

A. Mutual Agreement: This Contract may be terminated at any time by mutual agreement of the parties.

B. Resignation: There shall be no penalty for release or resignation by the Superintendent from this Contract, provided no resignation shall come effective until the close of any school year in which this Contract is in effect.

C. Dismissal for Cause: Following written notice and an opportunity to meet with the Committee, the Committee may suspend or discharge the Superintendent for "good cause." "Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. If

