

SUPERINTENDENT OF SCHOOLS
WRENTHAM PUBLIC SCHOOLS
Wrentham, Massachusetts
CONTRACT

This AGREEMENT, made as of July 1, 2021 is entered into by the School Committee of the Town of Wrentham, MA, hereinafter referred to as the “Committee,” and NAME hereinafter referred to as “NAME” or the “Superintendent.”

In consideration of the promises herein contained, the parties to this contract mutually agree as follows:

EMPLOYMENT: The Committee hereby employs NAME as Superintendent of the Public Schools of Wrentham, and NAME hereby accepts employment as Superintendent on the following terms and conditions:

DURATION: The Superintendent shall be employed for the three year period commencing July 1, 2021 and ending on June 30, 2024, unless the parties agree in writing to alter the duration of this contract. Not later than July 1, 2023, the Committee shall indicate in writing to the Superintendent whether or not the Committee desires to enter into negotiations with the Superintendent for purposes of employing him as Superintendent beyond the expiration of this contract. If the Committee and the Superintendent both desire to enter into such negotiations, they will make every effort to reach agreement prior to January 1, 2024. Unless a new contract, or an extension of this contract, is agreed to in writing, however, the Superintendent’s employment shall cease on June 30, 2024.

COMPENSATION: During the term of this contract, the Superintendent will be paid a base salary at the following minimum annual rates of pay, payable in equal installments in accordance with the policy of approach of the Committee regarding payment of professional staff members. The Superintendent’s annual rates of pay may be increased above the minimums set forth below. In the event this occurs, the Superintendent shall still receive the minimum annual percentage increase the following July 1.

For the period beginning July 1, 2021 and ending June 30, 2024, the Superintendent will be compensated at the following annual rates of pay:

July 1, 2021	- June 30, 2022	\$173,143
July 1, 2022	- June 30, 2023	\$176,606
July 1, 2023	- June 30, 2024	\$181,500

The Committee retains discretion to increase the Superintendent’s annual rate of pay effective July 1 of any year during this Agreement above the minimum based on exceptional job

performance and the financial condition of the District. This provision shall create no expectation of additional compensation for the Superintendent.

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

TERMINATION:

The Superintendent may terminate this agreement before its expiration by giving written notice in hand or by certified mail to the Chairperson of the Committee no less than one hundred and twenty (120) calendar days prior to the desired early-termination date. The Superintendent and the Committee may mutually agree in writing to a termination period shorter than the 120 days referenced above.

The Committee, after giving the Superintendent the opportunity for a hearing, may by a 2/3 vote of the entire duly-sworn Committee, terminate this agreement at any time before its expiration for reasons of inefficiency, incapacity (physical or mental), incompetence, conduct unbecoming a Superintendent, insubordination, or other good cause. Such good cause termination by the Committee shall sever any and all rights that the Superintendent may have under this agreement for the balance of the contract period subsequent to the termination, including, but not limited to, any claim for compensation or other benefits arising out of this agreement.

Any controversy or claim arising out of or relating to the sums due on termination shall be settled and determined by arbitration in accordance with the provisions of Article 12.

DUTIES: The Superintendent shall perform faithfully, to the best of his ability, the duties of Superintendent of Schools, and shall serve as Executive Officer of the Committee as required by M.G.L., Chapter 71, Section 59, and consistent with all of the General Laws of the Commonwealth. The Superintendent shall also follow the rules and regulations lawfully promulgated by the Committee, including his obligations under this Agreement. He shall devote his full time, skill, labor, and attention to said employment during the term of this agreement. Due to the irregular time requirements of the position, the Superintendent may adjust his work schedule within reason. Furthermore, to avoid conflicts, the Superintendent shall not hold any appointed or elective office relating to education without the advance approval from the Committee. The Superintendent shall forthwith furnish the Committee with a valid certificate issued by the Commonwealth of Massachusetts qualifying him to serve as a Superintendent of Schools pursuant to Massachusetts General Laws Chapter 71, Section 38G. The Superintendent shall maintain said certificate throughout the term of this agreement, including any extension hereof, and shall notify the Committee in writing immediately in the event of any actual or reasonably foreseeable interruption, termination, expiration, suspension, disqualification, or revocation of said certificate. The failure to maintain a valid Superintendent's license (except because of a ministerial error) shall be de facto cause for termination under Article 2.

The Committee, individually and collectively, shall promptly refer to the Superintendent for his study and recommendation of all criticisms, complaints, and suggestions brought to their attention.

EVALUATION: The Superintendent will be formally evaluated by the Committee on an annual basis. Evaluation shall be in writing and in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals and standards by which the Superintendent's performance will be measured. Evaluations will be completed individually by each member of the School Committee and submitted to the Chair in accordance with the timeline prescribed by School Committee Policy. A summary of the individual evaluations shall be prepared by the Committee Chair and discussed at a public meeting. The Superintendent will sign the document and it will be placed in his personnel file. The signature of the Superintendent 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 may attach his response to the evaluation in his file.

PROFESSIONAL EXPENSES: The Committee shall reimburse the Superintendent for attendance and expenses (including dues, fees, meals, lodging, and/or transportation) of professional conferences held out of state, seminars and conferences in state, publications, up to \$5000 in any school year.

The Committee shall pay all dues and associated cost for the following professional organizations:

- MASS
- ASCD

Registration and lodging for the following annual conference shall be paid by the Committee and shall not be charged against the aforementioned annual reimbursement for conferences:

- MASS Annual Executive Institute

Unused Professional Expenses shall not carry over from year to year.

- The Superintendent shall receive **\$500 annually** for local travel and related expenses. This will be paid in June.
- The Superintendent shall receive a **\$500 annual** longevity stipend.
- The Superintendent shall receive a **\$750 annual** allowance for business-related cell phone usage and other technology expenses. The Committee shall not be responsible for the cost of any cell phone replacement or any other charges related to the Superintendent's cell phone usage.

The Superintendent will be issued a computer for home work-related use with the understanding that said computer is and shall remain property of the Town of Wrentham. It is understood that the District's technology specialist may assist the Superintendent in establishing the most efficient manner to link to the District's systems.

ANNUAL VACATION: The Superintendent shall be entitled to twenty-five (25) vacation day each year, vested as of the first day of the contract year, July through June. No more than ten (10) days of unused vacation can be carried over to a subsequent year. Accordingly, if the Superintendent terminates his employment following the expiration of any contract year, he shall be entitled to pay for no more than ten (10) vacation days. Unused vacation time will be paid to the Superintendent upon resignation, retirement or termination at the per diem rate of pay then in effect, being the annual salary divided by 260 days. The Superintendent shall be entitled additionally to all holidays recognized by the Committee and made available to any other District employee, including the day after Thanksgiving.

BENEFITS:

- Sick Leave: The Superintendent shall be entitled to eighteen (18) paid sick-leave days each contract year, available to him from the start of each contract year. Unused sick-leave days may be accumulated to a maximum of 180 days, with any days beyond 180 deemed waived. The rate of pay for any sick day shall be the equivalent to the value of a vacation day in “A” immediately above (i.e., salary divided by 260). There shall be no “buy back” of unused sick-leave days at the termination of this contract, or any other time.
- Personal Leave: The Superintendent shall be entitled to up to five (5) personal days annually, in addition to other leaves of absence such as bereavement and professional days as are available to other professional staff.
- Health Insurance: The Superintendent will be entitled to health insurance benefits as available to teachers employed by the Wrentham Public Schools and at the same cost. The Committee reserves the right to alter, change or otherwise amend the health insurance benefits and cost thereof provided the benefits and costs of health insurance are the same provided for the teachers.
- Annuity: Included as part of the Superintendent’s compensation, but in addition to his salary, shall be an annual lump sum payment of **five thousand dollars (\$5,000)** for an annuity contract consistent with MGL c 71 section 37B and section 403(b) of the IRS code and applicable Massachusetts Teacher Retirement Board and Public Employee Retirement Administration Regulations. This amount will be prorated should the Superintendent fail to serve the entire contract year for which the payment is made. The Superintendent may add his own contribution to the compensation paid by the Committee. The lump sum will be payable annually, in the month of June, for each contract year beginning June, 2019.

ENTIRE AGREEMENT: This contract embodies the entire 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 contract may not be changed except in writing signed by both parties.

INVALIDITY: If any paragraph or part of this agreement is found to be legally invalid, it shall not affect the remainder of said agreement, and said remainder shall be binding and effective against all parties.

ARBITRATION: Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and judgment or decision by an

arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150 C.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with AAA and the other party. Such party shall be responsible for the filing fee. The arbitrator may enter any appropriate award including compensatory damages, which may include, but are not limited to, damages due under the contract, but in no case such award order or require the reinstatement of the Superintendent to his position.

INDEMNIFICATION: The parties agree that the Superintendent shall be indemnified to the full extent permitted under Mass. Gen. L. c258 for all costs associated with any legal actions taken against the Superintendent relating to his conduct as Superintendent, including but not limited to costs associated with any arbitration, administrative or federal or state court actions. The parties further agree that the Superintendent may be represented in these matters by counsel selected by mutual agreement.

IN WITNESS WHEREOF, the parties hereunto have signed and sealed this Agreement and a duplicate thereof.

BY: _____
NAME
Chairperson, Wrentham School Committee

Date: _____

BY: _____
NAME
Superintendent, Wrentham Public Schools

Date: _____