

AGREEMENT BETWEEN
HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
AND

[REDACTED]
Director of Curriculum, Assessment and Instruction

The HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT (the "District"), Its Superintendent, [REDACTED] (the "Superintendent") and [REDACTED] (the "Director") hereby agree as follows:

WHEREAS, the parties desire that [REDACTED] be employed as the Director of Curriculum, Assessment and Instruction on the terms and conditions specified herein,

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the Committee, Superintendent, and [REDACTED] hereby agree as follows:

1. EMPLOYMENT

The Committee hereby employs [REDACTED] as the Director of Curriculum, Assessment and Instruction of the Hamilton-Wenham Regional School District, and [REDACTED] hereby accepts such employment, upon the following terms and conditions.

2. TERM

Except as indicated herein, [REDACTED] shall be employed for the period covering July 1, 2019 through June 30, 2024.

If the Director does not intend to complete the terms of her contract, or intends to leave the District at the end of a contract year, that Director must so notify the Superintendent at least ninety (90) days prior to her last day of work for the District. If the Director leaves without providing the ninety (90) notification, she will forfeit unused vacation days.

If the Superintendent does not intend to renew the Director's contract, he must so notify the Director in writing by December 1, 2023. If such notification is provided, there shall be no obligation to continue with compensation beyond June 30, 2024.

The Director's work year shall be 261 days.

The Director is employed pursuant to M.G.L. Chapter 71, Section 41.

3. COMPENSATION

Effective July 1, 2019 through June 30, 2020, the Director will be paid the annual salary of \$129,227 (One Hundred Twenty-Nine Thousand, Two Hundred Twenty-Seven Dollars) in consideration for faithfully performing the duties of Director of Curriculum, Assessment and Instruction. The annual salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members employed by the Committee.

The Director's salary for any subsequent contract year shall be determined by the Superintendent and based upon her performance as Director and in accordance with the rules of the Committee governing payment of administrative members employed by the Committee. The salary will not be less than the prior year.

The Superintendent shall give written notification by June 15 to the Director regarding her salary and other benefits that will be offered as part of her contract for the period commencing (a) Year 2 - July 1, 2020 by June 15, 2020; (b) Year 3 - July 1, 2021 by June 15, 2021 (c) Year 4 - July 1, 2022 by June 15, 2022 and (d) Year 5 - July 1, 2023 by June 15, 2023.

Any salary adjustment made during the life of this Agreement shall be in the form of a salary amendment. Said amendment shall not be considered to be a new contract with the Director.

4. EVALUATION

The Superintendent of Schools shall evaluate the Director annually by June 30. The evaluation shall be conducted in a manner consistent with the Hamilton-Wenham Regional School District Administrator Evaluation guidelines, in accordance to the MA Department of Education's, "Principles of Effective Administrative Leadership" and mutually agreed upon goals.

5. DIRECTOR DISMISSAL

The Superintendent may dismiss the Director for good cause and in accordance with the procedures contained in M.G.L. Chapter 71, Section 41. As used herein, "good cause" shall mean any ground which is put forth by the Superintendent in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system.

In a challenge to a discharge of the Director, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Director to any position.

6. PROFESSIONAL DEVELOPMENT

The Director is entitled to reimbursement annually for expenses in the following areas to promote professional development and improvement:

Attendance at professional in-state conferences - \$400.00

Membership in the following organizations:

Association of Curriculum and Development (ASCD)

Other professional organizations relevant to the position of Director of Curriculum, Assessment and Instruction

(c) The District has established a professional development pool of \$13,000 per year for use by leadership team administrators for professional development. The Director will be permitted to draw from the pool for this purpose in accordance with procedures established by the Superintendent.

7. PERSONAL, PROFESSIONAL AND BEREAVEMENT LEAVE

Five (5) personal days will be available annually to the Director with the approval of the Superintendent. Approval for professional days, and other absences, will be granted at the discretion of the Superintendent. The Director shall be entitled up to five (5) day's bereavement in the event of the death of a member of her immediate household, immediate family or other close significant person to the Director.

8. VACATION

The Director shall be entitled to thirty-three (33) days of vacation per fiscal year. The vacation days may be taken at any time during the year with the written permission of the Superintendent.

The Director may carry over up to five (5) vacation days to the next fiscal year if requested in writing to the Superintendent by June 1. Any vacation days, in excess of five (5) that are not used by June 30 shall be forfeited. Use of the vacation time is subject to the written approval of the Superintendent. If the Director is dismissed, resigns and/or retires before June 30, she is entitled to a pro rata share of vacation for the number of months worked during the fiscal year at her per diem rate. The Director's per diem rate shall be determined by dividing the Director's salary by 261 days.

9. HOLIDAYS

The Director is entitled to the holidays set forth on the Hamilton-Wenham Regional School District calendar for the then current school year.

10. SICK LEAVE

The Director shall be entitled to eighteen (18) days' sick leave per annum (July 1 to June 30), and any sick leave not used may be accumulated to a maximum accumulation of one hundred eighty (180) days. Sick leave may be used for personal illness or illness in the immediate family.

11. SICK LEAVE BANK

Each year a sick leave bank containing two hundred (200) days shall be established by the School Committee. Each year, administrators who wish to participate in this sick leave bank shall contribute five (5) of their sick leave days to the bank of two hundred (200) days. At the end of the school year, days in excess of two hundred (200) days shall be returned to the District until all two hundred (200) days originally given to the bank by the District are repaid.

Eligibility to draw from the Bank shall be as follows:

- (a) An administrator must have exhausted all of her accrued sick leave days.
- (b) The administrator's physician must certify to the reasonable satisfaction of the Superintendent that the administrator is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw on the Bank.
- (c) An administrator will be eligible to draw from the Bank the number of days equal to the administrator's individual accrual of sick leave days.
- (d) Each time an administrator uses days from the Bank, such days shall be deducted from the administrator's applicable maximum.
- (e) In those cases of accident or severe disability, an administrator whose personal and sick leave bank days are exhausted may apply to the Superintendent for consideration of the granting of additional sick leave which may be granted at the sole discretion of the Committee.

12. INSURANCE and BENEFITS

The group insurance plans of the District are subject to and administered in accordance with Massachusetts General Laws Chapter 32B. Harvard Pilgrim Health Insurance (or another plan providing at least substantially equivalent coverage and/or benefits) and a group life insurance plan in the amount of \$20,000 are available to all active employees of the Hamilton-Wenham Regional School District, at the time that they enter employment and/or upon the reopening date of said plans. The Director may participate in flexible spending plans and group disability insurance programs administered by the District.

The District pays 60% of the total monthly cost of the health insurance premium. If dental insurance should become available to District employees, the Director would also have the opportunity to participate at a comparable level to other employees.

13. VOLUNTARY PAYROLL DEDUCTIONS

The Director is entitled to the same payroll deductions available to all other employees of the District. The Director may in accordance with State law, utilize payroll deductions for the placement of funds in a tax deferred annuity program of her choice.

Executed in duplicate on April 12, 2019 by the Hamilton-Wenham Regional School District Superintendent and by the Director of Curriculum, Assessment, and Instruction.

By 

Superintendent of Schools
Hamilton-Wenham Regional School District

By 

Director of Curriculum, Assessment and Instruction