

**CONTRACT OF EMPLOYMENT BETWEEN HAMILTON WENHAM REGIONAL
SCHOOL DISTRICT AND [REDACTED]**

This agreement is made on June 9, 2019 by and between the Hamilton Wenham Regional School Committee, hereinafter referred to as the "Committee," and [REDACTED], hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their expectations, goals, relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools;

and,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT:

The Committee hereby employs [REDACTED] as Superintendent of the Hamilton Wenham Regional School District, and the Superintendent hereby accepts employment on the following terms and conditions:

2. TERM:

- (a) The Superintendent shall be employed for the period commencing on July 1, 2019 through June 30, 2020. The School Committee shall notify the Superintendent in writing on/or before March 1, 2020 as to whether it intends to renew said Agreement beyond the expiration date of June 30, 2020.
- (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) days prior to the effective date of her resignation or upon mutual agreement of the parties.

3. **COMPENSATION:**

- (a) Effective July 1, 2019, the Superintendent's annual salary will be \$178,000. Said Superintendent agrees to perform faithfully the duties of Superintendent and to serve as the Chief Executive Officer of the Committee. 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 School Department.
- (b) A \$2,700 pool will be allocated to reimburse ██████████ for each day of district transitional work, done as a consultant, done prior to the July 1, 2019 start date at a rate of \$675 per day.

4. **TERMINATION:**

The Superintendent shall be subject to discharge for good cause subject to a majority vote of the School Committee. In the event the Committee desires to discharge the Superintendent for good cause, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, reasonable notice of at least 30 days or, as required by the General Laws, of the time and place of a hearing thereon, and a fair hearing before the Committee, which hearing shall be in executive session or open to the public if the Superintendent so requests.

Any claims arising out of or relating to termination of employment, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of and standards of M.G.L. c. 150C or if G.L. 150 C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

If the arbitrator finds that "good cause" does not exist for the termination, the arbitrator is prohibited from ordering reinstatement of the Superintendent.

5. **DUTIES:**

Both parties agree that said Superintendent shall perform faithfully and competently the duties of the Superintendent of Schools for the Hamilton Wenham Regional School District as prescribed by the laws of the Commonwealth of Massachusetts, and by the rules and regulations lawfully promulgated by the Committee, including her obligations under this contract. She shall maintain the confidence of the community in her leadership.

6. **PERFORMANCE EVALUATION:**

The Superintendent will be evaluated in accordance with the Department of Elementary and Secondary Schools evaluation process for Superintendents. (603 CMR 35.05)

7. CERTIFICATION:

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as a Superintendent of Schools in the Commonwealth, as required by G.L. c. 71, section 38G.

8. INSURANCE BENEFITS:

The Superintendent shall be entitled to insurance (medical, hospital, and life) benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this Agreement or to be agreed upon in the future.

9. SICK LEAVE:

The Superintendent shall be entitled to sick leave of fifteen (15) days per year in each contract year with a maximum accumulation of two hundred sixty (260) days. The Superintendent shall commence initial employment with 15 credited sick days, however as annual sick days accumulate they shall first be accumulated and deducted from these 15 credited sick days.

10. ANNUAL VACATION, HOLIDAYS, LEAVES:

The Superintendent shall receive twenty (20) working days as annual vacation, which shall be credited to the Superintendent each July 1. The Superintendent may carry over 5 vacation days per year with the advance approval of the School Committee Chairperson with no more than an accumulation of 25 days at any one time.

- A. All accumulated vacation time will be paid to the "Superintendent" (or her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate as discussed in section 3b.

If the Superintendent leaves employment prior to June 30 of any year, she is entitled only to a pro rata share of vacation for the fiscal year in which her employment ends. If all vacation time has been utilized prior to her termination of employment, a per diem amount will be withheld from her final paycheck. The per diem rate shall be determined by dividing her annual salary by 260.

The Superintendent shall be entitled to all holidays recognized by the Committee and made available to any other employee.

The Superintendent shall be entitled to all other leaves of absence such as bereavement as are available to other professional staff.

12. PROFESSIONAL ACTIVITIES:

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not derogate or detract from or interfere with her performance or duties as Superintendent.

The Committee shall budget for professional development, which will include, but not be limited to the following expenses:

Attendance at professional meetings:

- One National Conference: Full reimbursement.
- State Conferences: Full reimbursement.

\$3,000 will be budgeted for the Superintendent's Professional development. Requests for additional professional development expenditures in excess of the amount budgeted will be contingent on School Committee approval.

13. MEMBERSHIPS:

The Committee, at its expense, will provide to the Superintendent membership in the Massachusetts Association of School Superintendents, AASA, ASCD, DALI, the North Shore Superintendent's Roundtable, and the Suburban School Superintendents' Association.

14. CONTRIBUTORY RETIREMENT:

The Superintendent shall be a member of the teachers' contributory retirement system as required by G.L. c. 32, s. 2.

15. PERSONAL DAYS:

The Superintendent shall be granted five (5) personal days per contract year. No accumulation of personal days exists under this Agreement.

16. REIMBURSEMENT FOR EXPENSES:

Out of District travel expenses shall be paid at the reimbursement rate, as set by the Hamilton Wenham Regional School District, upon submission of a written voucher.

17. **COMPUTER AND CELL PHONE:**

The Superintendent will be provided with a Macintosh laptop computer and a cell phone for school-related business.

18. **ANNUITY:**

In addition to the Superintendent's regular compensation the committee shall make an annual lump sum payment, or about July 1, or in the first pay period of each fiscal year, by the Committee of \$3000 to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71 §37B, and sec. 403(b) of the IRS Code. The Superintendent may add his/her own contribution to the compensation paid by the Committee

19. **PROFESSIONAL LIABILITY:**

The Committee shall provide for a public employee liability insurance policy, or guarantee the Selectmen have provided same, naming the Superintendent as an insured person in the amount of one million dollars.

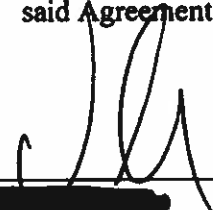
The Committee will defend, hold harmless and indemnify the Superintendent against all civil demands, claims, suits, actions and legal proceedings brought against the Superintendent individually or in her capacity as agent or employee of the Committee which may arise while the Superintendent is acting within the scope of her employment, except that criminal litigation should not be included.

20. **ENTIRE AGREEMENT:**

This contract embodies the whole 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. No incorporation by reference is made to any policy manual or collective bargaining agreement. This contract may not be changed except by a writing signed by the party to be bound or against whom enforcement thereof is sought.

21. **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.



6/10/9

Date

School Committee



Superintendent of Schools

6/10/19

Date