

**EMPLOYMENT CONTRACT**  
**[REDACTED]**  
**SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made and entered into as of this 26th day of 2017, by and between the Hampden-Wilbraham Regional School Committee (hereinafter referred to as the "Committee") and **[REDACTED]** (hereinafter referred to as the "Superintendent").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Employment:** The Committee hereby employs **[REDACTED]** as Superintendent of the public schools of the Hampden-Wilbraham Regional School District, and the Superintendent hereby accepts said employment upon the following terms and conditions of this Agreement.
2. **Term:** The Superintendent will be employed commencing July 1, 2017, and terminating June 30, 2020. No later than February 20, 2020, the parties will discuss the terms of a new agreement, however, the parties are free to discuss contract terms at the time of each year's annual review.
3. **Compensation:** For all services rendered by the Superintendent the Committee will pay the Superintendent beginning July 1, 2017, an annual salary of \$152,500. During the term of this Agreement, the Committee may, in its discretion, adjust the annual salary of the Superintendent, provided, however, that such adjustment will not reduce the annual salary of the Superintendent below the above-mentioned annual base salary unless said decrease is part of a plan affecting salaries of a substantial portion of the employees in the school system. Any adjustment in salary made during the life of this Agreement will be in the form of an amendment and will become a part of this Agreement, but it will not be considered that the Committee has entered into a new agreement with the Superintendent or that the termination date of the existing Agreement has been extended. The parties shall meet in each year of this Agreement at least sixty (60) days prior to the commencement of a new fiscal year to re-negotiate salary, benefits and compensation to be paid to the Superintendent in the new fiscal year.
4. **Duties of the Superintendent:**  
Administration of Schools: The development of school policy and establishment of a budget are accomplished by the Committee, pursuant to M.G.L. c.71, §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c.71, §59 and related provisions. The parties hereto agree that:

- a. The Superintendent shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations. Consistent with State Law or regulations these duties may be delegated to other Administrators and Principals.
  - b. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the District shall be through the Superintendent and the District Treasurer. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by his staff under his direction. Regular duties include supervision and oversight of any and all federal grant programs.
  - c. The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee or subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the District.
  - d. Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District.
5. **Termination of Employment:** The Committee, upon a majority vote taken at a duly called meeting, may terminate the employment of the Superintendent during the term of this Agreement for good cause, or unresolved poor performance, and the Superintendent may contest any termination decision in arbitration under paragraph 17 of this Agreement. The Superintendent may terminate his employment prior to the termination date of this Agreement by giving written notice to the Committee of such intent at least one hundred and eighty (180) calendar days prior to his intended date of termination. Said notice periods may be waived by written mutual agreement of both the Superintendent and the Committee.
6. **Certificate:** The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth, as required by M.G.L. c.76, §38G.
7. **Outside Professional Activities:** The Superintendent may, after having provided notice and receiving prior written approval of the Committee, undertake speaking engagements, writing or other similar professional duties and obligations, provided such outside activities do not, in the judgment of the Committee, interfere or conflict with the meeting of his responsibilities as Superintendent or are inconsistent with any policies of the HWRSD.

8. **Advanced Education:** Upon receipt of a Doctorate degree, the Superintendent shall receive an additional \$1,500 per year for the term of this agreement.
9. **Reimbursement for Expenses:** The Committee will reimburse the Superintendent for all reasonable expenses incurred in the performance of his duties under this Agreement. Such expenses will include, but not be limited to, costs of attendance at appropriate local, state and national meetings and conferences. Attendance at out of state meetings and conferences will require the prior written approval of the Committee and will not be unduly refused. Any such expenses are subject to the prior written approval of the Committee.
- Dues for members in professional organizations, related to his position or duties as Superintendent such as AASA, ASCD, MASS and MASC which are included in the appropriate fiscal year's budget, will be paid by the Committee unless the Committee has established a budgetary freeze on such expenses.
10. **Fringe Benefits:** In addition to those otherwise noted in this Agreement, the Superintendent will be entitled to the following fringe benefits:
- a. Insurance: The Superintendent shall be entitled to all insurance benefits accorded Unit A (Teachers contract) professionals I the Hampden-Wilbraham Regional School District. Leave with pay for Massachusetts State holidays, personal and professional reasons will be in accordance with the policies of the Hampden-Wilbraham Regional School District.
  - b. Retiree Health Benefits: Health and Group Life Insurance benefits are available to the Superintendent through the Scantic Valley Regional Health Trust which is administered through the Hampden-Wilbraham Regional School District.
  - c. Pension Benefits: Pension benefits are paid for by the Superintendent to the Massachusetts Teachers Retirement Board and are not the responsibility of the Hampden-Wilbraham Regional School District.
  - d. Long Term Disability Policy: The Hampden-Wilbraham Regional School District will secure a group Long Term Disability Policy, which is available to other employees in the District, at no cost to the Superintendent.
11. **Personal Leave:** The Superintendent will, upon request and subject to the following conditions, receive a leave of absence for personal reasons up to two (2) days with full pay in any school year, subject to a minimum of one-half ( $\frac{1}{2}$ ) day being granted at any time. The Superintendent shall notify the Chairperson of the Committee in advance, unless emergency circumstances prohibit this from occurring. The Committee, in exceptional circumstances, may authorize more than two (2) personal days in any school year. The unused portion of said leave is cumulative from year to year to a maximum of five (5) days. The leave of absence with pay, as provided in this paragraph, shall be in addition to sick leave.

12. **Sick Leave:** The Superintendent shall earn eighteen (18) paid days of sick leave for the following twelve (12) month period. Unused sick days will accumulate to a maximum of two hundred and seventy (270) days. Upon retirement the Superintendent will be entitled to receive an amount equal to one-sixth (1/6) of his accumulated sick leave not to exceed forty-five (45) days at the salary rate described above. Payments will be made to the Superintendent within sixty (60) days following his retirement.

13. **Vacation:**

- a. The Superintendent will be given, at the commencement of his employment 25 vacation days, exclusive of legal holidays, as paid vacation for each twelve (12) month period of his employment. At the commencement of his second year of this Agreement all vacation days will accrue at the rate of two (2.083) days per month to the maximum of twenty five (25) days. Unused vacation time shall not be carried over from year to year without permission of the School Committee, which permission shall not be unreasonably withheld or delayed
- b. The Superintendent is eligible to buy back up to five (5) days of earned vacation time on a per diem basis. The per diem rate will be calculated by dividing the employee's annual contracted salary by a base work year of 223 days. The buyback may be initiated by signing, dating and returning the attached addendum authorizing the reduction of earned vacation time by five (5) or fewer days for the 2017-2018 school year. The buyback may be initiated any time after July 1<sup>st</sup> of the contracted school year with reimbursement to be forwarded as noted on the attached addendum.

14. **Evaluation:** By July 1 of each year, the Superintendent shall be evaluated by the School Committee on the Professional Practice Goal(s), Student Learning Goal(s) and District Improvement Goal(s) as established by the Superintendent and approved by the School Committee no later than October 31<sup>st</sup> of each year.

A consensus of the individual evaluations compiled by committee members shall be prepared by the Committee Chairperson, approved by a majority of the School Committee, signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment 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.

The Committee, through its Chairperson, shall promptly and discreetly refer to the Superintendent, in writing for his study, review and response, any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his performance.

15. **Indemnification:** The Regional School District shall defend, save harmless and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Superintendent provided that the

Superintendent acted within the scope of his official duties, as described in the job description of the Superintendent, and that he acted in good faith.

The Regional School District may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent. The Regional School District shall at its option, either retain an attorney to represent the Superintendent or reimburse the Superintendent for any attorney's fees and costs incurred by the Superintendent in connection with such claims or suits involving the Superintendent in his professional capacity.

This section shall survive any termination of this agreement.

16. **Notices:** Any notice required or desired to be given under this Agreement will be deemed given if in writing and sent by certified mail to his residence in the case of the Superintendent, or to its principal office in the case of the Committee.
17. **Arbitration:** The Superintendent and the Committee agree that any controversy arising out of, or in connection with, his termination of employment shall be submitted to arbitration before the American Arbitration Association and be processed and resolved in accordance with the rules then in effect of such entity. An application for arbitration shall be made not more than forty-five (45) calendar days after the moving party knew or reasonably should have known of the claim being asserted. Judgment upon any award rendered by the arbitrator shall be final and binding upon the parties. In the event of the Superintendent or Committee failing to abide by these terms, this section shall in no way limit or impair the District's or Superintendent's other legal rights, including the right to enforce said provisions in a court of competent jurisdiction.
18. **Entire Agreement:** This Agreement 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. This Agreement may not be changed except by written agreement signed by a majority of the Committee and the Superintendent. This Agreement supersedes all prior agreements between the parties.
19. **Invalidity:** If any paragraph, part of, or rider to this Agreement is invalid, it will not affect the remainder of said Agreement, but said remainder will be binding and effective against all parties.
20. **Counterparts:** This Agreement will be executed in two counterparts, each of which will be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereunto have signed and sealed this Agreement and a duplicate thereof as of the date and year first above written.

SUPERINTENDENT:

  
Allen G. Graham,  Date

6-20-17.

HAMPDEN-WILBRAHAM REGIONAL  
SCHOOL COMMITTEE:

 6/20/17  
 Date

