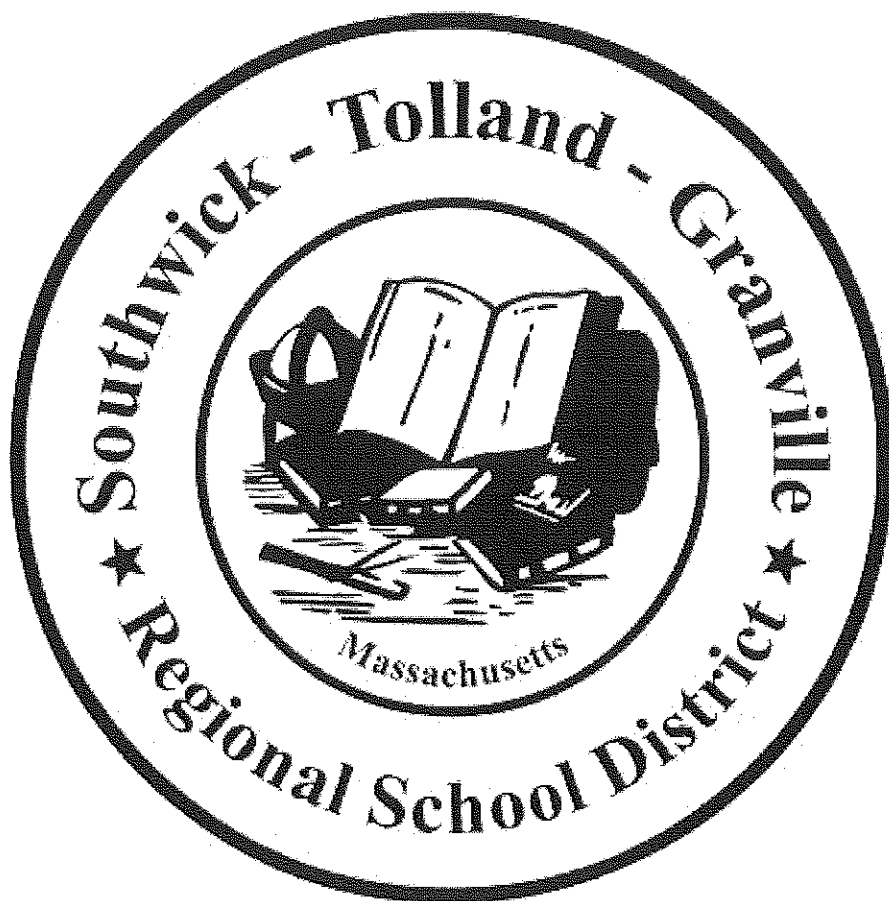


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**AGREEMENT BETWEEN THE  
SOUTHWICK-TOLLAND-GRANVILLE  
REGIONAL SCHOOL COMMITTEE**

**AND THE**

**SUPERINTENDENT OF SCHOOLS**

**FOR THE PERIOD**

**JULY 1, 2019 THROUGH JUNE 30, 2022**

**SUPERINTENDENT'S CONTRACT**  
**SCHOOL COMMITTEE OF**  
**SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT**

It is hereby agreed by and between the Southwick-Tolland-Granville Regional School Committee (hereinafter called the "Committee") and [REDACTED] (hereinafter called the "Superintendent") that the said Committee, on the 1<sup>st</sup> day of July has and does hereby employ the said [REDACTED] as Superintendent of Schools of Southwick-Tolland-Granville Regional School District and that she hereby accepts employment as Superintendent of Schools of Southwick-Tolland-Granville Regional School District upon the terms and conditions hereinafter set forth.

**1. DUTIES**

The Superintendent is the chief executive officer of the Committee. In harmony with the policies of the Committee, state laws, and state board of education regulations, the Superintendent has executive authority of the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Committee, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Committee on policies and plans that the Committee takes under consideration, and she takes the initiative in presenting to the Committee policy and planning issues for the Committee's attention.

The Superintendent or her designee, as approved by the Committee, shall attend all meetings of the Committee and shall participate in all Committee deliberations, except when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all subcommittee meetings and she or her designee may attend such meetings.

**2. OUTSIDE PROFESSIONAL ACTIVITIES**

If the Committee and the Superintendent mutually agree, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

**3. TERM**

The term of said employment is for the period from July 1, 2019 to June 30, 2022.

**4. COMPENSATION**

The salary of the Superintendent shall be \$152,085 on an annualized rate from July 1, 2019 through June 30, 2020. Effective July 1, 2020 and through June 30, 2021, the annualized salary shall be \$156,648. Effective July 1, 2021 and through June 30, 2022, the annualized salary shall be \$161,348.

Compensation for Superintendent services for any period that employment is renewed under the provisions of Section 3 shall be negotiated and agreed to by the Committee and the Superintendent prior to the commencement of the new contract term.

**5. FRINGE BENEFITS AND WORKING CONDITIONS**

The parties hereto agree as follows:

**A. Personal Sick Leave/Family Leave**

- a) Sick leave shall be granted for personal sickness or injury, or sickness or injury in the immediate family. All days will be deducted from the Superintendent's sick leave accumulation. Immediate family shall be defined as spouse, sons, daughters, step-children, father, mother, step-parents, brothers, sisters and grandparents, as well as significant others and in-laws who reside in the same domicile as the Superintendent.
- b) The Superintendent shall be credited with twenty (20) sick days annually. Sick leave for partial years of service will be prorated.

- c) Sick leave may be accumulated up to 228 days. Previously accumulated sick leave credits shall be restored to employees returning from approved leaves of absence.
- d) A doctor's excuse may be requested for any sick leave absence due to personal or family illness.
- e) The Superintendent shall be informed annually as to the number of sick leave days she has accumulated.

**B. Vacation Leave:**

- a) Vacation leave, with pay, shall be credited on the first day of the fiscal year (July 1 through June 30) as follows: twenty-five (25) working days will be allowed annually. Vacation leave for partial years of service will be prorated.
- b) The Committee agrees to change any previously scheduled vacation in instances where the employee becomes ill prior to the commencement of her vacation leave.
- c) Vacation may be taken at any time during the work year. The time is subject to mutually satisfactory arrangements between the Committee and the Superintendent.
- d) A maximum of five (5) vacation days may be carried over from one year to another, but not accumulated from year to year.
- e) The Superintendent, or her estate in the event of death, will be paid for unused vacation days at the time of termination at the daily rate of 1/228<sup>th</sup> of annual salary times the number of accumulated days.

C. Two (2) personal days may be taken per fiscal year. Personal days may be taken only to take care of personal, business, or legal matters which could not ordinarily be accomplished during non-working hours, but not before or after holidays or school vacations. Prior approval to take a personal day must be obtained from the School Committee Chairperson at least forty-eight (48) hours before the day is actually taken. Personal Days for partial years of service will be prorated.

D. The Committee shall provide the Superintendent (and family) with 50% paid major medical and dental insurance.

E. The Superintendent shall be reimbursed for conferences, professional memberships, and other professional duties as budgeted. This benefit shall include necessary professional leave including travel time to attend one national and one state level professional conference each year. With advanced School Committee approval, leave may be granted to attend other national and state conferences.

F. Paid holidays are as follows:

Independence Day	Thanksgiving Day	Martin Luther King, Jr. Day
Labor Day	Day after Thanksgiving	Presidents' Day
Columbus Day	Christmas Day	Good Friday
Veterans' Day	New Year's Day	Patriots' Day
		Memorial Day

G. The School Committee shall grant to the Superintendent any leave time necessary to serve on a state or federal jury or to appear as a witness or in some other manner in a legal or arbitration proceeding in which the Superintendent is not a defendant. In the case of jury duty, the Superintendent shall endorse her jury duty compensation over to the District.

H. Bereavement

- a. Up to five (5) business days' leave of absence may be taken at one time in the event of death in the family: spouse, sons, daughters, step-children, father, mother, step-parents, brothers, sisters, grandparents, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchildren, and grandparents, as well as significant others who reside in the same domicile as the Superintendent. Additional days may be taken at the discretion of the School Committee.

## 6. EVALUATION FORMAT

The Committee shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement. Said evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The evaluation format shall be reasonably objective and shall be in accordance with the Massachusetts Model System for Educator Evaluation.

The Committee shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. However, the Committee will make the final determination regarding the evaluation format. The Committee shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.

## 7. EVALUATION

The Committee shall evaluate the Superintendent pursuant to the evaluation format and in accordance with the Massachusetts Model System for Educator Evaluation. In the event that the Committee determines under the evaluation format, that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, of said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Committee deems performance to be deficient and all other instances where the Committee deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion and the Superintendent shall have the right to make a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Committee shall meet with the Superintendent to discuss the evaluation.

Whenever the Committee has evaluated performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Chairperson of the School Committee shall appoint a subcommittee of not less than two (2) members of the Committee to meet with the Superintendent and endeavor to assist the Superintendent in improving his/her performance as to such matters. Said subcommittee shall report in writing to the full School Committee, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days. Thereafter the Committee may continue the subcommittee and require additional reports where necessary.

At the first Committee meeting to be held during the evaluation period, the Superintendent shall provide the Committee this contract clause.

## 8. TERMINATION

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract upon written notice of 180 calendar days.
- C. The Committee may terminate the contract of employment during its term for one or more of the following reasons:
  - a) Inefficiency or incompetence;
  - b) Insubordination against reasonable rules of the School Committee;
  - c) Moral misconduct;
  - d) Disability as shown by competent medical evidence;
  - e) Other due and sufficient reasons as determined by the School Committee.

In the event the Committee seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his/her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Committee of written notice that contract termination is under

consideration, the Superintendent may file with the Committee a written request for a hearing before the Committee which shall be held within twenty (20) days after receipt of such request. The Committee shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Committee's decision shall be based on the evidence presented at the hearing.

Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his/her own counsel, at his/her own expense.

Any time limits established herein may be waived by mutual agreement of the parties.

- D. If the Committee determines not to renew this Agreement, it shall give the Superintendent notice of its decision no later than January 1, 2019, or by any subsequent January 1st, where there have been extensions to the agreement. It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

## 9. GENERAL PROVISIONS

- A. If any 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.
- B. This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.
- C. The School District shall indemnify and hold harmless the Superintendent from personal financial loss and expenses, including legal fees and costs pursuant to M.G.L., c. 258, s. 9 arising out of any claim, action, award, compromise, settlement, or judgment, within or outside of the school building while acting within the scope of his/her official duties of employment

IN WITNESS WHEREOF the undersigned have executed this contract this 2nd day of April 2019.

