

**PK-12 WHITMAN-HANSON REGIONAL SCHOOL DISTRICT (WHRSD)
CONTRACT**

**[REDACTED]
SUPERINTENDENT OF SCHOOLS**

This agreement is made between the PK-12 Whitman-Hanson Regional School Committee, hereinafter called "Committee," and [REDACTED] hereinafter called the "Superintendent."

In consideration of the willingness of the Committee to employ [REDACTED] as the Superintendent of the PK-12 Whitman-Hanson Regional School District and the willingness of [REDACTED] to accept said employment, and in further consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

EMPLOYMENT OF SUPERINTENDENT OF SCHOOLS

1. The Committee shall and does hereby employ [REDACTED] to assume all of the responsibilities and discharge all of the duties of a Superintendent of Schools, as outlined in Chapter 71 of the Massachusetts General Laws for the District, in accordance with the Superintendent of Schools job description, and to perform all other functions incidental to said office.
2. The Superintendent agrees to accept and does accept said employment. In the performance of his duties, the Superintendent agrees to advise and consult with the Committee on all matters requiring Committee attention or direction, and to follow and carry out the policies and instructions of the Committee to the best of his abilities.

TERM OF EMPLOYMENT

3. The term of the Superintendent's employment shall begin July 1, 2021 and end June 30, 2027.

**TERMINATION OF EMPLOYMENT OF THE
SUPERINTENDENT OF SCHOOLS**

4. The Committee reserves the right to terminate the employment of the Superintendent during the term hereof for inefficiency, incompetence, incapacity, conduct unbecoming a Superintendent, insubordination, or other good cause. The Committee's action under this provision may be appealed by the Superintendent. Any appeal of the Committee's action shall enter into arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association.

5. Should the Superintendent decide to terminate his employment with the Committee, he agrees to provide written notice to the School Committee at least one-hundred and twenty (120) days prior to the effective day of his termination.

COMPENSATION

6. The Superintendent shall be paid an annual salary established by the School Committee.

2021-22 School Year	\$177,186.63
2022-23 School Year	\$181,616.29
2023-24 School Year	\$186,156.70
2024-25 School Year	\$194,143.95
2025-26 School Year	\$198,914.21
2026-27 School Year	\$203,803.73

7. For each subsequent fiscal year within the term of this Contract, the Committee and the Superintendent shall meet each year by June 15 in order to evaluate the Superintendent by the Committee, according to the evaluation instrument for the Superintendent established by the Committee.

CERTIFICATE

8. The Superintendent shall maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth of Massachusetts, in accordance with Massachusetts General Laws, Chapter 71, Section 38G.

FRINGE BENEFITS

9. The Superintendent shall be entitled to receive the following fringe benefits:
 - a. Vacation: Twenty-five (25) days with pay of annual vacation. A maximum of five unused vacation days may be carried over. Unused vacation days in excess of the five carried-over, unused vacation days will be compensated at the daily rate annually. Vacation days may not to exceed thirty (30) days annually.
 - b. Sick Leave: Up to eighteen (18) days with pay of annual sick leave for absences due to illness or disability, to be credited on 1 July of each contract year. Unused sick leave may accumulate from year to year during the term, or any extended term, of the Agreement.
 - c. Personal Leave: Four (4) personal days with pay per year. A maximum of two (2) personal days may be carried over each year. Personal days may not exceed six (6) personal days annually.
 - d. Bereavement Leave: Up to five (5) days with pay at one time in the event of the death of spouse, child, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or sibling. Up to three (3) days with pay at one time in the event of the death of a grandparent, aunt, or uncle.
 - e. Medical Insurance: The Superintendent shall be provided medical insurance coverage. The contract will follow the maximum contribution allowable in the contract between the W.H.E.A. and the Whitman-Hanson Regional School District School Committee. Additional riders for medical insurance coverage may be selected by the Superintendent, provided that the entire cost of any such rider must be paid by the Superintendent.
 - f. Dental Insurance: The Superintendent shall be provided Delta dental insurance. The

contract will follow the maximum contribution allowable in the contract between the W.H.E.A. and the Whitman-Hanson Regional School District School Committee. Additional riders for dental insurance may be selected provided that the entire cost of any such rider must be paid for by the Superintendent.

- g. Life Insurance: The Superintendent shall be provided a contribution of \$1,000 annually for life insurance coverage.
- h. Membership in the Sick Leave Bank as outlined in Teacher's Bargaining Agreement.
- i. Accumulative Sick Day Buyout: Upon retirement, death, or voluntary resignation after eight (8) years of service to the District, the Superintendent or his estate will receive one half (1/2) day's pay, at the current rate of pay, for all unused sick leave up to sixty (60) days in excess of eighty (80) days unless removed for good cause.
- j. Jury Duty: If the Superintendent is required to serve on jury duty and thus absent from regular work duty shall, upon application, be paid the difference between regular compensation from the District and compensation received for jury duty upon presentation of certification of compensation paid by the Court.
- k. Workers' Compensation Benefits: When the Superintendent is absent from work as a result of personal injury arising out of and during the course of his employment, the Committee agrees that the provision of M.G.L. c.152, S69 (Workers' Compensation Benefits) providing for benefits to employees and their dependents in the event of incapacity or death arising out of employment shall be, and hereby are, accepted and applied to the Superintendent.
- l. Pre-Tax Deductions: Pursuant to Section 125 of the Internal Revenue Code, the School District shall establish a plan allowing pre-tax deduction of an employee's share of health and life insurance premiums effective July 1, 1992. The School District has the exclusive right to supplement, amend or modify the plan. The implementation and administration of the plan shall be the sole responsibility of the School District and the acts of the plan administrator in doing so are not grievable or subject to arbitration.
- m. Academic Freedom: The private and personal life of the Superintendent is not within the appropriate concern or attention of the Committee except it may interfere with the Superintendent's responsibilities to and relationships with students and/or the District. The Superintendent will be entitled to full rights of citizenship and no religious or political activities of the Superintendent (provided such activities do not take place during his working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of the Superintendent. Any written complaint will be brought to the Superintendent's attention within two (2) weeks.
- n. Dues and Fees: The Committee shall provide membership for appropriate local, state and national associations.
- o. Indemnification: The District will provide indemnification for the Superintendent while acting within the scope of his employment as required by the provisions of M.G.L. Chapter 41, Section 1000. In the event that criminal or civil proceedings are brought against the Superintendent alleging that he committed an assault while acting within the scope of his employment and the employee is thereafter found not guilty or the proceedings are thereafter dismissed without trial, the District will reimburse the employee for the reasonable cost of his defense including the reasonable fee of an attorney, provided that the employment of such attorney shall have been approved by the Counsel for the District and provided further that the selection of an attorney and the defense of said action or claim complies in all respects with the provisions of M.G.L. chapter 41, Section 100C.
- p. Tax Sheltered Annuity: The Committee will match an annual contribution of up to four-thousand dollars (\$4,000) for a Tax-Sheltered Annuity. Upon retirement, resignation or death, the Tax-Sheltered Annuity belongs to the Superintendent or his estate.
- q. Disability Insurance: The Committee will provide annual disability insurance in an amount

not to exceed one-thousand dollars \$1,000 towards an annual premium.

RETIREMENT PLAN

- 10. Retirement compensation shall be provided as described in Massachusetts General Laws, Chapter 32, Section 2.

EXPENSES AND TRAVEL

- 11. The Committee shall compensate the Superintendent for all expenses reasonably incurred in the performance of his duties under this contract, such as, but not limited to, cost of transportation and attendance at appropriate local, state and national meetings and conferences. An amount not to exceed five thousand dollars (\$5,000) per year shall be provided for appropriate conference(s) and/or course work. No additional compensation shall be provided hereunder unless specifically voted by the Committee.
- 12. Compensation in the form of a monthly stipend shall be provided in an amount of \$350 per month for in-district and in-state travel.
- 13. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit which will enhance the Superintendent's relations with the community, provided these engagements do not derogate from, or interfere with, the full performance of his duties as Superintendent. The School Committee reserves the right to review any outside engagements entered into by the Superintendent and to require the cessation of such activities as he sees fit in the interest of the District.

COMPLETE AGREEMENT

- 14. This agreement embodies the whole Agreement between the Committee and the Superintendent, and there are no inducements, promises, terms or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a writing duly signed and authorized by the parties hereto.

INVALIDITY

- 15. If any paragraph or part of the Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this [redacted] day of [redacted] 2021.

PK-12 Whitman-Hanson Regional School District Committee

[redacted] _____ [redacted]
School Committee Chair Date

[redacted] _____ [redacted]
Superintendent of Schools Date