

CONTRACT OF EMPLOYMENT
HANOVER SCHOOL DISTRICT and [REDACTED]
February 1, 2021– June 30, 2026

This AGREEMENT made on this 24th day of February 2021, by and between the Hanover, Massachusetts School Committee (hereinafter referred to as the "Committee") and [REDACTED] (hereinafter referred to as the "Superintendent").

WITNESSETH, In consideration of the promises and covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

I. EMPLOYMENT

The Committee hereby employs [REDACTED] (hereinafter the "Superintendent") as Superintendent of the Hanover Public Schools and he hereby accepts the appointment under the terms and conditions set forth herein.

II. TERM

The term of this Agreement shall commence on February 1, 2021 and shall terminate on June 30, 2026, or earlier in accordance with Paragraph X below. Should the Parties desire to negotiate a successor agreement, they will send written notification of such intent no later than January 1, 2026.

III. RESPONSIBILITIES / DUTIES

- a. The Superintendent shall, to the best of his ability, perform all of the duties of superintendent, as are derived from all applicable federal, state, local laws and by-laws and from job descriptions, policies, and regulations of the Massachusetts Board of Education and the Committee as long as they are not in conflict with the applicable law. The Superintendent shall devote his entire time, attention, and energy to the duties established by the Committee and shall not during the term of the Agreement be engaged in any other business activity whether or not such business activity is pursued for gain, profit, or other pecuniary advantage. Other activities of a professional nature may be authorized at the sole discretion of the Committee.
- b. The Superintendent shall function as the chief executive officer of the school district and shall have complete freedom, subject to law and any legally binding contracts and policies of the Committee, as long as such policies are not in conflict with applicable law, to organize, reorganize, and arrange the administrative and supervisory staff in such way as in his best judgment best serves the school district. The Superintendent shall be responsible for the selection, placement, transfer and discharge of personnel as provided by Massachusetts' statutes. The Committee maintains authority over and responsibility for establishment of a school budget, development of policy, and employment of the Superintendent, Business Manager and Special Education Director (Director of Student Services) as provided by Massachusetts' statutes.

- c. 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 "School District" shall be through the Superintendent. Duties and responsibility therein shall be performed and discharged by him or by his staff under his direction.
- d. The Superintendent shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement and in writing between the Superintendent and the Committee.

The Superintendent recognizes that his responsibilities and conduct are not determined by prescribed hours and will perform the directed and implied duties of his position and will expend the time and effort necessary to effectively achieve the goals and purposes of the Committee.

- e. The position of Superintendent requires full time service over twelve (12) months of the year. Attendance at night meetings and night events are common features of the work.
- f. Criticisms, complaints and suggestions called to the attention of the Committee or individual Committee members, shall be promptly referred to the Superintendent. The Superintendent shall advise the Committee of the disposition of such matters.

IV. STANDARDS BASED EVALUATION

The Superintendent shall be evaluated based on Standards adopted by the Board of Education and the related rubrics developed by the Department of Elementary and Secondary Education (DESE) along with the evaluation process established by the Hanover School Committee in 2015. The evaluation will be conducted in accordance with the "Massachusetts Model System for Educator Evaluation, Part VI: Implementation Guide for Superintendent Evaluation" published by DESE in January 2012.

V. REGULAR COMPENSATION

a. Salary

The Committee shall pay the Superintendent a salary at the annual rate as follows:

- 2020-2021: \$189,339.00
- 2021-2022: \$202,461.00
- 2022-2023; 2023-2024; 2024-2025; 2025-2026: To Be Determined – at no time should the annual compensation drop below the average superintendent compensation of the districts identified in appendix A.
- 2021-2026: For each year of this agreement, if the Superintendent meets the criteria described below, a merit increase of 1% shall be awarded. The Committee may increase the merit percentage at its discretion. Merit raises are awarded based upon performance rankings as voted by the Committee as a whole. Merit raises are not awarded or denied based on rankings of individual

members. Merit raises become part of the Superintendent's base salary moving forward.

- i. The Superintendent will earn the specified merit increase provided:
 1. Achieves a rating of "significant progress" or higher on each of his approved annual goals.
 2. That he earns a 90 or greater in his overall evaluation score as determined by the process adopted by the Hanover School Committee in 2014.

If this Agreement is terminated prior to June 30, 2026, the Superintendent shall be paid on pro rata basis. The base salary during each fiscal year shall be paid biweekly in equal installments.

Work Year

The work year is fifty-two (52) weeks.

VI. INSURANCE

a. Retirement and Disability

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System.

b. Insurance

The Superintendent shall be entitled to all insurance benefits including but not limited to, life insurance and health insurance on the same terms and conditions as it is provided to other fulltime professional employees of the Town of Hanover.

c. Tax Sheltered Annuities

The Superintendent may participate in tax-sheltered annuities in accordance with the Internal Revenue Code and General Laws of Massachusetts. Upon reaching the age of fifty (50) in March 2021, the Superintendent is eligible to receive \$5,000 deposited directly into a TSA/403(b) of his choosing (with a provider authorized by the Town of Hanover) in the first payroll following his 50th birthday. The district will increase this deposit annually by \$1,000 for every additional year of service throughout the duration of this agreement (e.g \$6,000 in January 2022, \$7,000 in 2023, etc). Deposits will be made each January throughout the duration of this agreement.

VII. LEAVE

a. Sick Leave

The Superintendent shall be entitled to eighteen (18) days of sick leave per year without loss of pay, accrued at one and one half (1.5) days per month. If such sick leave allowance is not used in any particular year, it shall continue to accumulate up to a limit of one hundred eighty (180) days. In the event of a traumatic illness or injury occurring during the duration of this contract, the Superintendent shall be advanced and entitled to use his yearly accrual of eighteen (18) sick days, less any sick time already taken. The date from which the sick leave shall be computed shall be the starting date of employment in the Hanover Public Schools and only service in Hanover Public Schools may be credited for sick leave benefits.

The Superintendent shall be allowed up to eight (8) days, deducted from accumulated sick leave, in each school year with full pay while absent to care for a relative who is ill. This provision is non-cumulative. A relative is defined as a parent, sibling, spouse, child, or an immediate in-law relative. Additional paid leave may be granted with the approval of the School Committee.

b. Leave for Birth / Adoption

The Superintendent will be paid for seven (7) work days off for the birth or birth or adoption of a child. Such paid time will run concurrently with any time off taken pursuant to the Family Medical Leave Act and/or the Massachusetts Maternity Leave Act (if eligible), and will not be used to extend such FMLA or MMLA leave.

c. Jury Duty

Absence for jury duty and as a witness when subpoenaed by the court shall not count in calculating absence limitations under other sections. The salary paid by the Hanover Public Schools during such absence shall be at the regular rate less the fee paid by the county for such jury duty. Appropriate documentation must be included for any jury duty pay.

d. Personal Business

Personal business is defined as business that cannot be conducted at a time other than Monday through Friday during regular business hours. Three (3) Personal Business leave days per school year with full pay shall be available without need to give reason. Personal Business leave days may not be taken for the purpose of vacation. In the event of an emergency, the Superintendent shall notify the Chair regarding the use of personal time at the earliest possible opportunity.

Additional days for documented emergency personal business may be granted with full pay at the discretion of the Committee.

e. Bereavement

The Superintendent will be allowed up to five (5) days with full pay while absent on account of death of a relative. A relative is defined as a parent, sibling, spouse, life partner, child, grandparent, grandchild or an immediate in-law relative.

VIII. VACATION, HOLIDAYS

a. Annual Vacation

The Superintendent will be granted 25 vacation days to be taken from July 1st through June 30th, exclusive of legal holidays. A maximum of (5) days of vacation leave may be accumulated for use in the next contract year. Additional days not used within this time frame will be forfeited. In the event this contract is terminated for any reason prior to its expiration, the Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. Upon termination of employment, retirement or death, accrued, unused vacation leave (subject to the pro rata accrual and maximum of five days permitted for carry over, with a lifetime cap of 25 days) will be paid in full based on 1/225 of the Superintendent's salary during the last year of employment. -

b. Holidays

The Superintendent shall be entitled to all holidays and ½ days before holidays recognized by the Committee and made available to any other Committee employee.

IX. EXPENSES

a. Mileage Reimbursement

The Superintendent shall receive a stipend of \$3000 for mileage reimbursement.

X: TERMINATION, DEMOTION AND SUSPENSION

- a. The parties may terminate this Agreement at any time by mutual agreement.
- b. In the event that the Superintendent desires to terminate this Agreement before the term of service shall have expired, he may do so with at least ninety (90) days written notice of intent to resign to the Committee.
- c. Notwithstanding any provision to the contrary, the Committee may dismiss, demote or suspend the Superintendent for good cause at any time during the term of this Agreement. Prior to such dismissal, demotion or suspension, the Superintendent shall receive written notice of Committee's intent to act, with an explanation of the grounds therefore in sufficient enough detail to allow the Superintendent to respond. If the Superintendent so requests, he will be given a reasonable opportunity within fifteen days of the notice to review the decision with the Committee, at which meeting the Superintendent may be represented by an attorney or other representative and may present information pertaining to the bases of the decision and the Superintendent's status. Such meeting will be held in executive session to the extent permitted by applicable law.
- d. "Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, in bad faith or irrelevant to the sound operation of the school system.

- e. In the event of dismissal or demotion, this Agreement shall be considered terminated and any and all financial and other obligations by either party shall cease.

XI. RESPONSIBILITY IN EVENT OF STRIKE

- a. The Superintendent agrees that he will not condone, sanction or take part in any withdrawal of services (strike, walkout, slowdown, or work stoppage).
- b. During the withdrawal of services by an employee group, the Superintendent has responsibility to remain in the schools until the Committee takes official action, for the following purposes:
 - i. To protect and guide the students who report to school;
 - ii. To maintain communications within the community among parents, teachers, and the public; and
 - iii. To seek through reasonable methods to protect school property.

XII. LICENSE AND MEDICAL EVALUATION

- a. The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate license for the position of superintendent of schools in the Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G, unless exempt by Massachusetts General Laws.
- b. Whenever the Committee determines there exists a valid reason for doing so, the Committee may require the Superintendent to undergo a medical and/or psychological examination to be conducted by a medical doctor M.D. of the Committee's own choosing to determine the Superintendent's ability to perform the essential functions of his position, provided the Committee pays for the cost of said examination to the extent it is not covered by a health insurance program offered by the Town of Hanover. The Superintendent's failure to cooperate in any such examination shall be "good cause" for dismissal.

XIII. PROFESSIONAL IMPROVEMENT

- a. The Committee and the Superintendent will jointly confer and agree upon professional development that will be of the greatest value in enhancing the Superintendent's performance and skills.
- b. The Superintendent is encouraged to be a member of local and national associations. The Committee shall pay annually for the Superintendent's memberships in the following organizations: MASS, ASSA, ASCD, and Lighthouse Associations.
- c. The Superintendent is encouraged to attend state and local professional conferences, workshops, and meetings as well as to participate in graduate level courses at accredited colleges and universities, subject to the advance approval of the Committee.

- i. Registration fees for approved professional activities will be paid via purchase orders issued to the organization providing the activity.
- ii. Annually, the Superintendent is eligible for consideration for reimbursement of up to \$2,000 for costs associated with travel and lodging expenses for attendance at a national convention and/or for tuition for graduate level courses that the Superintendent has successfully completed. Any activity for which the Superintendent seeks reimbursement pursuant to this section must have advance approval by the Committee. There shall be no reimbursement for costs that the Superintendent has received or is entitled to receive from another source.
- iii. It is an expectation that research, information, printed materials, publications and knowledge obtained from meetings or courses attended will be shared with appropriate members of the school community, administrative team, curriculum council, staff members and the school committee.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the employment of the Superintendent by the Committee, all prior correspondence, memoranda, agreements, and undertakings being merged herein and without effect hereon.

This Agreement may be modified only by a written instrument signed by both parties.

XV. INVALIDITY

If any part of this Agreement is invalid or illegal, it should not affect the remainder of said Agreement, but the remainder shall be binding. The Superintendent and the Committee will enter into immediate negotiations toward lawful terms and conditions to replace the invalid or illegal provision(s).

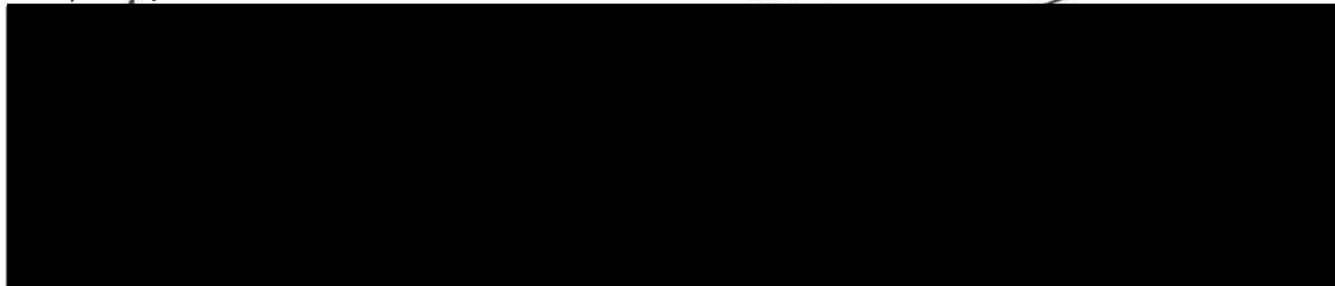
XVI. NOTICES

All notices given hereunder shall be in writing and shall be deemed given when personally delivered or when deposited in the mail and sent by Certified Mail, Return Receipt Requested, to the parties at the following addresses, or at such other address as either party may designate to the other by like notice:

Chair, Hanover School Committee
Hanover Public Schools
188 Broadway
Hanover, MA 02339



IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on this 24th day of February, 2021.



APPENDIX A

The following district superintendent salaries shall be used to determine the average salary calculation needed in Section V(a):

Abington
Duxbury
East Bridgewater
Hanover
Hingham
Marshfield
Norwell
Pembroke
Rockland
Scituate
Whitman-Hanson