



HOLLISTON PUBLIC SCHOOLS
Employment Contract
Superintendent of Schools

THIS AGREEMENT is made as of June 1, 2021 by and between the HOLLISTON SCHOOL COMMITTEE, (hereinafter referred to as "the COMMITTEE") and [REDACTED] or "Superintendent") is hereby employed as Superintendent for Holliston Public Schools and hereby accepts the terms and conditions which follow:

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 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,

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

1. Employment - In accordance with the Massachusetts General Laws, [REDACTED] is hereby employed as Superintendent for Holliston Public Schools and hereby accepts the terms and conditions which follow:

2. Term – [REDACTED] shall be employed for a period commencing on July 1, 2021, through June 30, 2023, provided further that the Holliston School Committee may terminate this agreement anytime for good cause as defined in G.L.C. 71 S41. Negotiations for a successor contract shall commence no later than March 1, 2023, if both parties desire to extend the contract.

3. Work Year - The work year shall consist of 12 months.

4. Termination - In the event [REDACTED] desires to terminate [REDACTED] contract prior to June 30, 2023, [REDACTED] may do so by giving at least 180 calendar days' notice of [REDACTED] intention to the Holliston School Committee, unless modified by mutual agreement.

If the Superintendent exercises this option to terminate this contract before its expiration, said Superintendent of Schools hereby agrees to waive any and all rights that the Superintendent may have under this contract for the balance period subsequent to the termination, including any claim to compensation. In the event that the Holliston School Committee should desire to terminate this contract in less than a ninety (90) calendar day period for reasons related to good cause as defined in G.L.C. 71 S41, the School Committee will be liable for an amount equal to the per diem rate of the annual salary for ninety (90) calendar days.

5. **Duties** -Superintendent shall perform faithfully, to the best of her ability; the duties of Superintendent.

Administration of Schools

The administration 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 and decide all matters having to do with selection, appointment, assignment, transfer, of personnel employed or to be employed by the COMMITTEE consistent with State Law and contract obligations. Consistent with the state law or regulations these duties may be delegated to other Administrators or 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 COMMITTEE shall be through the SUPERINTENDENT. Duties and responsibilities therein shall be performed and discharged by the SUPERINTENDENT or by her staff under her direction. Regular duties include supervision and oversight of any and all federal grant programs.
- C. The SUPERINTENDENT and/or her designee shall have the right to attend all regular and special meetings of the Committee and all sub committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the COMMITTEE. The SUPERINTENDENT shall be consulted and have the right to speak on all issues before the Committee and have a seat at the Committee table. It is the expectation of the Committee that the SUPERINTENDENT will, as general rule, attend all business meetings of the Committee as well as those of its subcommittees.
- D. The SUPERINTENDENT shall diligently, faithfully and competently perform the duties and responsibilities of the SUPERINTENDENT. The SUPERINTENDENT shall fulfill all of the terms and conditions of this contract and shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manners as the Committee may from time to time direct.

6. **Compensation** – For the period July 1, 2021, through June 30, 2022, ██████████ shall be paid an annual salary of \$191,000. The annual salary for July 1, 2022, through June 30, 2023, shall be negotiated with the Holliston School Committee at least thirty (30) days prior to June 30th of each contract year. Annual salary will be based on performance.

- A. **Health Insurance:** The SUPERINTENDENT shall be eligible to participate in the same health and other insurance benefits currently provided to other employees of the Town of Holliston, subject to the terms and conditions of said coverage and at the same rate as provided for said municipal employees.
- B. **Vacation and Holidays** - The Superintendent shall be entitled to twenty-five (25) days of vacation each contract year of this Agreement, credited on July 1st of each year. The Superintendent shall be entitled to carry over up to ten (10) vacation days from one contract year to the next contract year, provided that the ten vacation days must be used in the next contract year. The Superintendent may also sell back up to ten (10) vacation days in any contract year by providing notice to the Chair of the School Committee in writing no later than June 1st at her then per diem rate of pay. All vacation time shall receive prior approval of the Chair of the Committee. She shall be entitled to all legal holidays that fall within the school calendar, including the days preceding Christmas and New Year's as well as July 4th. Upon the SUPERINTENDENT's separation from employment with the COMMITTEE, she shall be paid at her then effective per diem rate of pay for any unused vacation days that have accumulated to that point.
- C. **Sick Leave** – The Superintendent shall be allowed fifteen (15) days sick leave per year. The maximum number of days allowed to accumulate is one hundred ninety four (194). A maximum number of six (6) days per year may be used for serious illness in the immediate family and will be deducted from her

accumulated sick leave.

- D. **Bereavement** – The Superintendent shall be allowed a maximum of five (5) consecutive days' absence for bereavement.
- E. **Personal Leave** – The Superintendent shall be allowed a maximum of four (4) days per year for personal business. The Chair of the Committee must approve personal business days in advance.
- F. **Travel and Expenses**: Subject to budgetary constraints, the Superintendent shall be reimbursed for all expenses reasonably incurred in the performance of his duties under this contract. Such expenses shall include, but not be limited to, costs of transportation at the current state reimbursement rate and attendance at appropriate local, state and national meetings and conferences, with prior approval of the Superintendent. The superintendent shall also be reimbursed at the rate of three hundred dollars (\$300.00) per month for use of her personal vehicle for school activities.
- G. **Tuition/Seminar Reimbursement** – The Superintendent shall be entitled to a maximum tuition expenses equivalent to four (4) graduate courses per year for satisfactorily completed work, approved in advance by The Committee.
- H. **Augmented Tax Sheltered Annuity** – Upon completion of five (5) years service to the Holliston Public Schools as an administrator, the district will provide a \$5,000 reward to an administrator, paid into the employee's 403B (tax sheltered annuity). This reward will take place at the end of every fifth year of service to the Holliston Public Schools as an administrator.

7. **Performance and Evaluation** – The Superintendent shall fulfill all aspects of this agreement. Any exceptions shall be by written mutual agreement between The Committee and the Superintendent. The Committee shall meet annually with the Superintendent for the purpose of discussing job performance. A written evaluation will be presented to [REDACTED] by June 30th of each contract year. Job performance will be evaluated according to job description, Department of Education Standards and formative goals that are established on an annual basis with The Committee

8. **Professional Activities** - Attendance at workshops, conferences and seminars is encouraged, subject to the approval of the Chair of the Committee, [REDACTED] may accept speaking, writing, lecturing or other engagements of a professional nature, provided that such activities have been approved by the Chair of the Committee and they do not derogate from her duties as Superintendent.

9. **Entire Agreement** - This contract embodies the entire agreement, and there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein. Any amendments or additions shall be in written form and attached to and become part of this agreement.

10. **Invalidity** - If any paragraph, part of or rider to this agreement is invalid, it shall not affect the remainder of the agreement, but the remainder shall be binding and effective. In witness whereof, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this day of June 1, 2021.

[REDACTED]

Date June 1, 2021

Date June 1, 2021