

Walpole School Committee
Superintendent's Employment Contract

This Agreement is made June, 2021, by and between the Walpole School Committee (“Committee”), and [REDACTED] (“Superintendent” or “[REDACTED]”).

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Employment

The Committee hereby employs [REDACTED] as Superintendent of the Walpole Public Schools and [REDACTED] hereby accepts employment as Superintendent, subject to the following terms and conditions.

2. Term

A. This Agreement shall begin July 1, 2021 and shall terminate June 30, 2027.

B. The Superintendent and the Committee shall discuss, prior to March 30, 2027, whether there is interest in negotiating a successor agreement. If there is interest from both parties, they shall attempt to conclude negotiations by June 30, 2027.

C. This contract will terminate on June 30, 2027, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties.

D. Upon the agreement of both parties, prior to June 30, 2026, the option to extend the contract will be discussed.

3. Compensation

In consideration of the faithful performance of her duties, the Committee agrees to pay the Superintendent the following annual rate of pay, to be paid in equal installments on a biweekly basis:

July 1, 2021 to June 30, 2022: \$200,144.

At least ninety (90) calendar days prior to the anniversary date of each year during which this Contract is in effect the parties shall meet for the purpose of reviewing the Superintendent's compensation. At no time during the life of this Agreement, or any extension hereof, shall the Superintendent's salary be reduced.

4. Duties and Responsibilities

[REDACTED] shall faithfully and competently perform the duties and responsibilities of Superintendent of Schools, consistent with the Committee's direction and all applicable state laws and regulations. [REDACTED] shall have the freedom and discretion to administer and

supervise the Walpole School District. Her authority is subject to the law, Committee direction and District Policy, and this Agreement.

5. Evaluation

The Committee shall evaluate the Superintendent's performance annually. The evaluation process will be discussed by the Committee with the Superintendent and her input will be considered in determining the final evaluation process. The final evaluation will be presented to the Superintendent in writing and the Superintendent will have the opportunity to submit a written reply. Both documents will be placed in the Superintendent's personnel file.

The Superintendent, through the School Committee Chairperson, may meet on an individual basis with a School Committee member in good faith to mitigate performance evaluation concerns that may arise at any point during the term of this contract.

6. Outside Professional Activities

██████████ may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, upon notification to the Committee Chairperson, and provided such activities do not interfere with her job performance as Superintendent.

7. Licensure/Certification

The Superintendent shall maintain all required licenses and or certifications for her position as required by state law and regulations.

8. Dismissal or Suspension

The Committee may dismiss or suspend the Superintendent prior to the expiration of this Agreement for good cause. Prior to being dismissed or suspended, the Superintendent will be entitled to a hearing before the Committee at which she may present any relevant information or evidence on her own behalf and may be represented by legal counsel or another representative, at her own expense.

The Superintendent may appeal a dismissal or suspension in accordance with the Labor Arbitration Rules of the American Arbitration Association. The Arbitrator shall have the authority to award compensatory damages due under this Agreement. In the event of dismissal, the Superintendent shall have a duty to mitigate any potential arbitration award by diligently seeking alternative employment. Any compensation earned by the Superintendent during her period of dismissal shall be used to reduce any damages contained within an arbitration award.

It is expressly understood and agreed that the non-reappointment/non-renewal of the Superintendent by the Committee upon the expiration of this contract shall not be considered a dismissal and shall not trigger any appeal rights under state law or this Agreement.

9. Reimbursement for Travel, Expenses, and Dues

A. General expenses: The Committee agrees to reimburse the Superintendent for expenses and membership dues reasonably incurred by the Superintendent in the normal performance of her duties and responsibilities. The Committee shall reimburse the Superintendent for reasonable out of state travel expenses incurred in the performance of her duties under this section for the purpose of attending a national conference, including transportation costs, lodging, meals, and conference fees and other related expenses.

B. Transportation: The Committee shall pay to the Superintendent a vehicle reimbursement in the amount of \$5,000 annually.

10. Sick Leave and Family Illness

The Superintendent shall accrue (on a monthly basis) fifteen days of sick leave per contract year. Unused sick leave may accumulate from year-to-year, but unused days shall not be subject to a “buyback.” [REDACTED] will maintain her existing sick leave balance.

The School Committee shall buy back the Superintendent’s sick leave upon death or retirement from the system; however, in no event will the School Committee be required to buy back more than ten (10) percent of her sick leave, up to a maximum of 10 days salary at the rate of 1/261 of her annual salary.

Additional sick leave, beyond the terms provided, herein, may be granted to the Superintendent by the Committee at its sole discretion.

The Superintendent shall receive three (3) family illness days per year.

11. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees. Should [REDACTED] opt for Town insurance, the Town will pay seventy percent (70%) and the Superintendent will pay thirty percent (30%) of the Town insurance premiums.

12. Vacation/Benefits

The Superintendent shall receive twenty-five days of vacation at the start of each year (July 1) of this Agreement, although it will accrue on a monthly basis for the purpose of paying any unused vacation in the event this Agreement is terminated prior to its expiration. The time for taking said vacation shall be subject to the notification of the Committee Chairperson. The Superintendent shall be allowed to carryover up to five days from any contract year to the next.

The Superintendent shall be eligible to participate in “tax sheltered” annuity plan established in accordance with Chapter 71, Section 37B, or the General Laws of Massachusetts.

The Superintendent shall be eligible for the “Flexible Spending Medical Program (i.e. “section 125” plans such as Pre-tax Insurance Premium Payments, Dependent Care Account Plan “DCAP” and Medical Care Account Plan “MEDCAP”). The Employer shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement. The program shall include a voluntary debit card system. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. The program shall permit MEDCAP claims incurred during a 60-day grace period beyond the year to be reimbursed.

13. Bereavement Leave

The Superintendent will be allowed up to five consecutive days for bereavement. The five consecutive days are calendar days, which may include Saturday and Sunday.

14. Personal Leave

The Superintendent shall be entitled to a maximum of three days per contract year for personal reasons. The Committee Chairperson shall be notified of all personal leave days in advance.

15. Holidays/Religious Days

In addition to holidays observed in the School Year calendar, the Superintendent shall be entitled to a maximum of three religious holidays per year, which will not be charged against personal or sick leave.

16. State Retirement Association

The Superintendent shall be a member of the Teacher's Retirement System as required by M.G.L. Chapter 32, § 2.

17. Periodic Examination

The Superintendent shall provide, upon request by the Committee, a report from a physician certifying the Superintendent’s fitness to perform the duties and responsibilities of her position. The cost of the medical examination shall be borne by the Committee.

18. Indemnification

The Committee shall indemnify and hold harmless the Superintendent to the maximum extent in accordance with M.G.L. c. 258.

19. Termination by the Superintendent Prior to Expiration

The Superintendent may terminate this contract, prior to its expiration date, by providing written notice to the Committee at least one hundred and twenty (120) calendar days prior to the contract termination.

