

KING PHILIP REGIONAL SCHOOL DISTRICT  
SUPERINTENDENT OF SCHOOLS  
CONTRACT OF EMPLOYMENT

 COPY

This Contract of Employment (hereinafter “the Contract” or “the Agreement”) is made this 1st day of March 2021 between the King Philip Regional Regional School Committee, (hereinafter referred to as “the Committee,”) and \_\_\_\_\_, (hereinafter referred to as “Mr. \_\_\_\_\_” or “the Superintendent.”).

WHEREAS, the Committee desires to employ \_\_\_\_\_ as Superintendent of Schools of the King Philip Regional School District (hereinafter “the District”); and,

WHEREAS, Mr \_\_\_\_\_ desires to serve as Superintendent of Schools;

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

1. Employment. The School District hereby employs \_\_\_\_\_ as Superintendent of Schools and \_\_\_\_\_ hereby accepts such employment under the following terms and conditions.
2. Term. The Superintendent shall be employed for the term commencing on July 1, 2021 and expiring on June 30, 2024. This Agreement between the parties shall be extended for an additional one (1) year period unless the Committee notifies \_\_\_\_\_ on or before February 1, 2024 of its intent not to renew his contract. In the event it wishes to non-renew the Agreement upon its expiration, the Committee shall give \_\_\_\_\_ written notice by certified mail, return receipt requested, at his address of record. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Committee to terminate the services of the Superintendent, at any time, subject to the provisions set forth in this Agreement.
3. Compensation.
  - a. Effective July 1, 2021 and continuing through June 30, 2022, the Superintendent shall be paid an annualized salary of one hundred seventy-nine thousand five hundred dollars (\$179,500).
  - b. Effective July 1, 2022 and continuing through June 30, 2023, the Superintendent shall be paid an annualized salary of One hundred eighty-five thousand seven hundred fifty dollars (\$185,750).
  - c. Effective July 1, 2023 and continuing through June 30, 2024, the Superintendent shall be paid an annualized salary of one hundred ninety-two thousand two hundred fifty dollars (\$192,250).

- d. The Committee shall annually evaluate the performance of the Superintendent in accordance with the terms of a written evaluation instrument and process which terms are agreeable to both parties and as referenced in Paragraph 15 below.
- e. In the event the superintendent receives an overall unsatisfactory evaluation he shall not be entitled to the increase due in the subsequent year as referenced in Sub-Paragraphs (b) and (c) above.
- f. The Committee agrees to pay the Superintendent bi-weekly over twenty-six (26) pay periods, less all lawful withholdings and deductions. In the event the School District changes its payroll procedure the Superintendent shall be paid in accordance with the revised School District policy.

4. Duties.

- a. The Superintendent shall perform faithfully to the best of his ability, the duties of Superintendent of Schools, and shall serve as Executive Officer of the Committee. The Superintendent hereby agrees to be governed by the policies of the Committee, except that any conflict between those policies and this Agreement shall be resolved in favor of this Agreement. In addition, the Superintendent shall:
  - (1) Exercise responsibility to organize, re-organize and arrange the administrative and supervisory staff and teaching staff of the district;
  - (2) Administer curriculum and instruction and assume responsibility for selection, placement and transfer of personnel as determined by law;
  - (3) Assume responsibility for all matters related to supervision and oversight of staff, including but not limited to evaluation, of personnel and shall conduct all hearings or meetings relevant thereto.
  - (4) Serve as the chief executive officer and chief educator of the King Philip Regional School District. The Superintendent shall manage the affairs of the School District in accordance with Mass. Gen. L. Chapter 71, Section 59, and will represent the School District before appropriate public and private organizations and will perform duties consistent with this office, including, but not limited to, the duties set forth above. The Superintendent will also perform such other duties and responsibilities as may from time to time be legally assigned to him by the School District.
- b. The Committee, individually or collectively, shall promptly refer to the Superintendent for his study and recommendation, all criticisms, complaints and suggestions brought to their attention. The Superintendent shall investigate and

consider the same and report thereon to the Committee as soon as practical thereafter.

5. Superintendent's Certification. The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as a Superintendent in the Commonwealth, as required by Mass. Gen. L. ch. 71, Section 38G.
6. Benefits.
  - a. The Superintendent will be entitled to the same health insurance benefits, life insurance benefits, and any other insurance benefits available to non-bargaining unit employees of the King Philip Regional School District, in accordance with the Health and Welfare Trust covering cafeteria workers and certain non-aligned employees and any other applicable statutes.
  - b. Pursuant to Section 13 of the Health and Welfare Trust Agreement covering cafeteria employees, certain retired cafeteria employees, non-aligned employees and certain retired non-aligned employees, the Superintendent shall be eligible to receive health insurance benefits from the District upon retirement, subject to the terms and conditions applicable to all other active employees at the time of his enrollment into the health insurance system under Section 11(1) of the Health and Welfare Trust Agreement, including, but not limited to, employee contribution percentages, provided that upon reaching age 65 the Superintendent shall be required to transfer to Medicare. The Superintendent shall be treated the same as all other eligible retirees who transfer to Medicare. All other terms and conditions of the superintendent's retiree health insurance shall be governed by the terms of the Health and Welfare Trust Agreement covering cafeteria workers, certain retired cafeteria workers, non-aligned employees, and certain retired non-aligned employees then in effect. The benefit shall also extend to the uninsured surviving spouse of a qualified retiree.
7. Professional Expenses.
  - a. The School District shall reimburse the Superintendent for reasonable and necessary business expenses upon submission of appropriate documentation.
  - b. The School District shall reimburse the Superintendent five thousand dollars (\$5,000.00) annually in equal monthly installments, as an allowance for in-state and out-of-state mileage expenses.
  - c. The School District shall reimburse the Superintendent for reasonable and necessary expenses (including fees, meals, lodging and/or transportation) related to attendance at professional conferences (including the MASS Summer Institute and the MASS/MASC

annual joint conference), seminars, professional publications, and dues. Approval for the foregoing matters is subject to prior approval by the Committee Chair and further subject to the availability of funds for such purposes. This amount shall be deemed to include reimbursement for professional development.

8. Retirement Plan. The Superintendent will be a member of the Teachers' Retirement System as required by Mass. Gen. L. Chapter 32, Section 2.
9. Vacation Leave.
  - a. The Superintendent will be entitled to twenty-five (25) vacation days per contract year, which shall not accumulate from year to year. shall be allowed to carry over up to ten (10) vacation days from one contract year to the next.
  - b. The Superintendent will coordinate his use of vacation leave with the Chairman of the Committee.
10. Holidays. The Superintendent shall receive the following days as paid holidays: the day before New Year's Day, New Year's Day, Martin Luther King Day, Washington's Birthday (Presidents' Day), Good Friday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. Holidays will be observed as determined by the School District.
11. Sick and Personal Leave. The Superintendent will be entitled to eighteen (18) days of sick leave per year; the Superintendent may accumulate up to a maximum of one hundred twenty (120) days. Up to three (3) of said days may be used for personal reasons. Unused sick days in excess of 120 days will be forfeited at the end of each contract year. Additional days of sick and/or personal leave may be granted at the sole discretion of the Committee.
12. Bereavement. The Superintendent shall be eligible for up to five (5) bereavement days in the event of a death in his immediate family. For the purposes of this provision, "immediate family" shall include parents, spouse, children, grandmother, grandfather, grandchildren, parents-in-law, brother-in-law, sister-in-law, grandparents-in-law, sibling, uncle, aunt, niece, nephew, or other members living in Superintendent's household.
13. Indemnification. The Committee agrees to indemnify, defend, and save harmless the Superintendent, consistent with the requirements of Mass. Gen. L. ch. 258, against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Mr. duties as Superintendent other than for claims caused by the grossly negligent, willful or malicious misconduct of? provided the Superintendent acted in good

faith. The Superintendent agrees to promptly notify the School District of any such claim and to cooperate fully with counsel designated by the School District to handle such claim. The School District may obtain insurance to cover its obligations hereunder as it deems appropriate. This section shall survive the termination of this Agreement.

14. Other Professional Activities. Subject to prior approval of the Committee, the Superintendent may accept speaking, writing, lecturing, teaching or other engagements of a professional nature, as well as attend professional meetings as he sees fit, provided they do not derogate from his duties as Superintendent and are in accordance with requirements of Mass. Gen. L. Chapter 268A.
15. Performance Evaluation. The Committee will evaluate the Superintendent's performance as Superintendent of Schools annually consistent with the requirements for evaluating superintendents promulgated by the Department of Elementary and Secondary Education, including following the five-step cycle for the evaluation of superintendents. Upon completion of the evaluation process, the Superintendent's written evaluation shall be signed by the Chair of the Committee and the Superintendent and shall be placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.
16. Termination of Agreement.
  - a. Termination for Good Cause. Throughout the term hereof, the Committee may terminate this Agreement, and the Superintendent shall be subject to discharge without further recourse for inefficiency, incompetence, and conduct unbecoming the Superintendent, insubordination or other good cause. For purposes of this Agreement, "good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. Where good cause exists, the Committee may discharge the Superintendent upon a majority vote, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a meeting before the Committee prior to official action being taken. If the Superintendent's employment is terminated for good cause, the Committee will only be obligated to pay the Superintendent's pro-rata share of base compensation through the date of such termination, together with such other benefits or

- payments to which the Superintendent may be entitled (in the event of a good cause termination) by law or pursuant to benefit plans of the School District then in effect.
- b. Death. If the Superintendent dies during the term of this contract, the School District will pay to Superintendent's estate, designated beneficiary, or legal representative such base compensation as Superintendent had earned as of the date of his death, as well as a pro-rated amount of vacation and personal days. Said compensation will not include unused sick days.
  - c. Termination Other than for Good Cause or Death. The School District has the right to terminate the Superintendent's employment other than for good cause or death by giving the Superintendent one hundred twenty (120) calendar days' written notice of intent to terminate him. If the Superintendent's employment is terminated by the School District pursuant to this Section, 16(c), during the term, the Superintendent will be entitled to receive a severance payment equal to his base compensation, less all lawful withholdings and deductions, as the Superintendent would have received (at such times as the Superintendent would have received them) for the lesser of twelve (12) months or the remaining term of this Agreement (the "Severance Period"), together with such other payments to which the Superintendent may be entitled by law or pursuant to benefit plans of the School District then in effect.
  - d. Resignation by the Superintendent. The Superintendent has the right to terminate his own employment upon ninety (90) calendar days' prior written notice. If the Superintendent's employment is terminated pursuant to this Section 16(d), the Superintendent will be entitled to his pro-rata share of base compensation to the date of termination and will not be entitled to any severance payments but only such other payments and benefits to which the Superintendent may be entitled by law or pursuant to benefit plans of the School District then in effect.
  - e. This Agreement and the Superintendent's employment may be terminated at any time by mutual consent of both parties.
  - f. Termination of the Superintendent's employment shall terminate this Agreement.
17. Renewal. In the event that the Committee does not desire to renew the Superintendent's employment with the School District at the expiration of this Agreement, the Committee shall provide the Superintendent with written notice of such intention by no later than February 1, 2024 to the Superintendent's address of record on file with the School District.
18. Consultation with Counsel; No Representation. The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made

no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

19. Completeness. This Agreement constitutes the entire agreement between the Committee and the Superintendent and supersedes any and all other agreements, written or oral, between the parties. This Agreement may only be changed by written amendment executed by the Committee and the Superintendent.
20. Severability. If any portion of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated.
21. Interpretation. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof on this 1st day of March 2021.

KING PHILIP REGIONAL  
SCHOOL COMMITTEE

SUPERINTENDENT OF SCHOOLS

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3/2/21  
Date

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Date