

BERKLEY PUBLIC SCHOOLS
SUPERINTENDENT OF SCHOOLS
CONTRACT OF EMPLOYMENT

This AGREEMENT is made by and between the Berkley School Committee (hereinafter referred to as the "Committee"), and xxx (hereinafter referred to as "Superintendent").

1. EMPLOYMENT: The Committee hereby employs xx as Superintendent of the public schools of the Town of Berkley, and the Superintendent hereby accepts employment on the following terms and conditions.
2. TERMS:
 - a. The Superintendent shall be employed for a period of three years commencing July 1, and ending June 30, . For purposes of this Agreement, the anniversary date shall be July 1 of each year.
 - b. The Superintendent shall notify the Committee in writing, on or before July 1, , as to her desires concerning a new contract.
 - c. The Committee, on or before August 1, , shall notify the Superintendent in writing, as to whether it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein provided, June 30, .
 - d. In the event that both the Superintendent and the Committee give notice to each other indicating their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by March 31, .
3. TERMINATION:
 - a. In the event the Superintendent desires to terminate this contract prior to its expiration date, she may do so by giving at least one hundred twenty (120) days written notice of her intention to terminate to the Committee. The Superintendent's failure to provide such advance notice will relieve the Committee of any of its obligations under the Contract.
4. COMPENSATION:
 - a. The Superintendent shall be paid an annual salary commencing on July 1, of one hundred thirty-two thousand dollars (\$132,000) payable in twenty-six (26) bi-weekly installments. FY

'22 and FY '23 compensation will be negotiated by the Committee and the Superintendent.

5. DUTIES: The Superintendent shall perform faithfully the duties of the Superintendent of Schools pursuant to the Massachusetts General Laws and serve as the Executive Officer of the Committee. The duties shall include but are not limited to enforcing School Committee policies, appointing, disciplining, dismissing, assigning and directing employees, organizing the supervisory and administrative staff, assisting with collective bargaining, performing all duties inherent to the Office of Superintendent and such other duties as may be prescribed by the Committee from time to time.
6. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT: The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such a way as in her judgment best serves the school system. The administration of instruction and business affairs shall be lodged with the Superintendent, and shall include the responsibility for selection, placement and transfer of personnel. The Superintendent shall be responsible for the continued evaluation, revision and procurement of materials/services required to facilitate the implementation of effective curriculum, the provision of up-to-date technology for students and staff and appropriate maintenance of district facilities and equipment.
7. CERTIFICATION: The Superintendent shall maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying her to act as Superintendent in the Commonwealth, as required by M.G.L. c.71, §38G. The Superintendent shall participate in MASS Induction Program for the duration of this contract.
8. CONSULTATIVE WORK AND OTHER EMPLOYMENT: With advance approval of the Committee, the Superintendent may undertake and engage in consultative work for which she may be paid by outside individuals and/or concerns only during times outside normal work hours (i.e. vacation days, weekends) as long as it does not conflict with her duties as Superintendent. With advance approval of the Committee, the Superintendent may accept speaking, writing, lecturing or other

engagements of a professional nature as she sees fit, provided it does not interfere with or conflict with her duties as Superintendent.

9. REIMBURSEMENT FOR EXPENSES:

- a. The Committee shall reimburse the Superintendent for all verified expenses reasonably incurred in the performance of her duties under this Agreement. Such expenses shall include but not be limited to the costs related to a smartphone or equal device and the costs of transportation and attendance at appropriate local, state, and national meetings and conferences.
- b. "In-district travel" is defined as school business travel in or to Berkley, Taunton, Somerset, Middleboro, Swansea and any other location less than 15 miles (one way) from the Superintendent's office. Verified travel using her personal vehicle that does not fall within the definition of in-district travel will be reimbursed at fifty-six cents (.56) per mile or at a higher amount determined by the Committee.
- c. The Superintendent shall be reimbursed for the expenses referred to in a) and b) above upon submission to and approval by the Committee of an expense account for same.
- d. The School Committee shall pay the full cost of dues for the Superintendent to maintain professional association memberships in relevant local, regional, state, and national professional organizations, as permitted by state law and as approved by the Committee in the annual budget.
- e. The School Committee shall pay for legal fees incurred as a result of any action brought against the Superintendent which arise out of her employment under this contract but shall not pay for legal fees incurred as a result of personal misconduct or negligence.

10. STATE RETIREMENT ASSOCIATION: The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c.32, §2.

11. FITNESS EVALUATIONS: In order to assure that the Superintendent remains fit to perform the duties of the position, the Committee may, at its expense, require a complete medical and/or

psychological fitness evaluation(s) of the Superintendent once each year by a physician(s) or other specialist(s) approved by the Committee. The Committee may require additional fitness evaluations whenever it has a reasonable basis to question the Superintendent's fitness to perform the duties of the position. The Superintendent shall cooperate fully with said evaluations, including providing the evaluator with health summary.

12. FRINGE BENEFITS:

- a. The Superintendent shall be entitled to all insurance (medical and hospital) benefits and all other fringe benefits currently available to other professional personnel. Such benefits shall not reduce benefits expressly provided for in this Agreement or to be agreed upon in the future. The Committee and the Superintendent may agree in writing to alter components of these benefits or to add benefits not currently available to professional personnel.
- b. Educational/Professional Development Reimbursement: The Superintendent of Schools will attend the MASS Induction Program for the duration of this contract. Program expenses will be covered by the district at \$4,900 year 1, \$4,500 year 2 and \$4,500 year 3.
- c. The Superintendent will be reimbursed for professional development expenses, including attendance at national conventions. These reimbursements will be to the limit of two thousand five hundred (\$2,500) in years 1-3 of the Contract, unless approved in advance by the School Committee Chairman. Reimbursement will be made to the Superintendent upon presentation and evidence of successful completion of approved course(s).

13. ANNUAL VACATION: The Superintendent shall receive twenty (20) working days as annual vacation days, exclusive of legal holidays. A maximum of ten (10) days of vacation may be carried over from one year to the next, resulting in no more than thirty (30) days accrued at one time, except with advance approval of the School Committee. The Superintendent will take vacation at times that do not significantly impact the efficient operation of the School District.

14. SICK LEAVE: The Superintendent shall be entitled to sick leave in the amount equal to, but not in excess of, fifteen (15) days of sick leave for each year of this Agreement and any extensions

hereunder. Sick leave may be accumulated to a maximum of two hundred twenty (220) days. After ten (10) years of employment as Superintendent, the Superintendent, upon retirement under the provisions of the Massachusetts General Laws, shall receive the following buyback benefit:

- One tenth (10%) of a day's pay for each of the days over 20.

15. LONG RANGE ILLNESS: Should the Superintendent be unable to perform the essential duties of the position by reason of illness, accident, or other cause beyond her control; and should said disability continue beyond the period covered by her accumulated sick leave and other accumulated leave, the Committee shall have no obligation to pay any salary to the Superintendent thereafter until she returns to work. If, after her accrued leave is exhausted, the Superintendent continues to be unable to perform the essential duties of the position and/or represents that to be the case, the Committee will have cause to terminate this Contract with no other obligations on its part.
16. PERSONAL DAYS: The Superintendent is entitled to five (5) personal days each year.
17. REVIEW OF SUPERINTENDENT'S PERFORMANCE:
 - a. The Committee shall meet with the Superintendent at least twice each year for the purpose of determining and/or reviewing the Superintendent's job description, goals and objectives for the year. The first meeting shall be held prior to August School Committee meeting and shall be to review her job description and establish the primary goals and objectives for the year. The second meeting shall be held prior to December School Committee meeting and shall be to review the progress made in achieving those goals and objectives.
 - b. In addition to and by way of supplementing the evaluations which take place at the meetings referred to above, on or before May 15, the Committee shall furnish the Superintendent a written evaluation. The evaluation will be largely based upon the Model Superintendent Evaluation that as developed by the Department of Elementary and Secondary Education in 2012.
18. PERFORMANCE: The Superintendent and the Committee shall fulfill all aspects of this Agreement.

Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

19. Nothing herein shall preclude the Committee from terminating the Superintendent for cause during the term of this Contract.
 - a. Any dispute regarding whether the termination of the Superintendent by the Committee was for cause, or not for cause, shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). Arbitration may be invoked by filing a demand with the AAA within fifteen (15) calendar days of the date of the Committee's vote to dismiss the Superintendent for cause. An award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof for enforcement pursuant to the provisions of M.G.L. c.150C or, if c.150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes. These proceedings may be initiated by filing a demand for arbitration with AAA.
 - b. Arbitrator's Authority: The Arbitrator shall be limited to determination of whether the dismissal was for cause and whether the Superintendent is entitled to back pay. The Arbitrator shall be without authority to order reinstatement of the Superintendent to the position. In the event of termination, the Superintendent shall have a duty to mitigate damages by seeking other employment, and, if the Superintendent obtains a comparable position, the Committee's damages shall be reduced accordingly.
20. ENTIRE AGREEMENT: This Agreement embodies the entire Agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. Other than as stated in paragraph 4(b) above, this contract may not be changed except by in writing signed by the parties to this contract.

- 21. INVALIDITY: If any paragraph or part of this Agreement is invalid as a matter of law, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.
- 22. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and both taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate this _____ day of _____ in the year two thousand and twenty-one (2021).

SUPERINTENDENT

BERKLEY SCHOOL COMMITTEE

Date: _____

Date: _____

By: _____

By: _____
