

EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE ANDOVER SCHOOL COMMITTEE  
AND  
**SHEDDEN H. BERMAN, Ed.D.**

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Andover School Committee (hereinafter referred to as "the Committee") and **Shedden H. Berman, Ed.D.** (hereinafter referred to as "the Superintendent" or "**Shedden H. Berman**"). This Agreement will be effective as of July 1, 2016. For mutual consideration expressed herein, the parties agree as follows:

1. **AGREEMENT DATED July 30, 2015:** The agreement between **Shedden H. Berman** and the Committee (hereinafter referred to as "the Parties") which was entered into on July 30, 2015 and which applies to the period July 1, 2015 – June 30, 2016 (hereinafter referred to as "the Prior Agreement") shall remain in full force and effect until June 30, 2016. This shall include payment to **Shedden H. Berman** for all accrued unused vacation days remaining as of June 30, 2016, pursuant to and consistent with Section 12.5 of the Prior Agreement. Effective on July 1, 2016, the Parties agree that the Prior Agreement shall be superseded in its entirety and replaced in full by this Agreement; that no provisions of the Prior Agreement shall survive after the effective date of this Agreement; and that after the effective date of this Agreement, the Prior Agreement and all of its terms and provisions shall be extinguished.
2. **EMPLOYMENT:** The Committee hereby agrees to employ **Shedden H. Berman** as Superintendent of the Andover Public Schools, and **Shedden H. Berman** accepts such employment on the terms and conditions contained in this Agreement.
3. **TERM:** **Shedden H. Berman** shall be employed by the Committee for a period of four (4) years, from July 1, 2016 through June 30, 2020. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before June 1, 2020. If they are unable to agree upon a new employment agreement or an extension of this Agreement, then this Agreement will expire and the Superintendent's employment will end on June 30, 2020.
4. **COMPENSATION:** The Superintendent shall be paid a Salary of \$220,000 during the 1st Contract Year of this Agreement, July 1, 2016 to June 30, 2017. (Each twelve-month period from July 1 to June 30 during this Agreement shall be defined as a "Contract Year.") The Superintendent's Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Superintendent's Salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Andover Public Schools.

The Committee shall determine the Superintendent's Salary for the 2nd, 3rd and 4th Contract Years by June 30th of the prior Contract Year. The Superintendent's Salary in the 2nd, 3rd and 4th Contract Years shall not be less than his Salary in the prior Contract Year.





Modifications to compensation will be reviewed and considered annually by the Committee on the basis of an annual performance review of the Superintendent in accordance with Section 9. The Superintendent may be eligible during the term of this Agreement for a bonus, the awarding of any such bonus(es), the criteria and the amount to be in the Committee's sole discretion. Such eligibility shall be conditioned on the Superintendent being employed for the entire Contract Year in question, unless otherwise mutually agreed to in writing by the Parties. The Superintendent also may be eligible for an annual merit increase, the awarding of any such increase(s), the criteria, and the amount to be in the Committee's sole discretion. Any adjustment in the Superintendent's Salary made during the life of this Agreement shall be in the form of a written amendment signed by the Committee and the Superintendent, and such amendment shall become part of this Agreement, but it shall not be deemed that the Committee and Superintendent have entered into a new Agreement or that the termination date of this Agreement has been extended.

5. **RETIREMENT FUND CONTRIBUTION:** During each Contract Year under this Agreement, the Committee shall pay \$22,000 into an account for the Superintendent in the Town of Andover-sponsored 457(b) plan, provided that the Superintendent is an eligible participant in the plan as of July 1 of such Contract Year and that such payments comply with the requirements of the plan document. The parties intend that this provision constitutes the Superintendent's salary deferral agreement/participation agreement with respect to such plan. Such payments shall be made in equal installments at the same time as the Superintendent's Salary is paid under Section 4.

6. **WORK YEAR AND BENEFITS:**

6.1 **Work Year:** The work year for the Superintendent is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Superintendent shall devote his full time, skill, labor and attention during regular business hours to the discharge of his duties as Superintendent of Andover Public Schools.

6.2 **Vacation Leave:**

A. **Accrual**

The Superintendent shall receive twenty-five (25) vacation days per Contract Year. The Superintendent may take his vacation days at any time during the term of this Agreement, with the permission of the Committee, but normally vacation days will be taken whenever possible during school vacation periods.

B. **Carry Over**

With the consent of the Committee, the Superintendent may carry over a maximum of ten (10) vacation days from one Contract Year to the next Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed forty (40).

6.3 **Sick Leave:** The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 6.3. The Superintendent will accrue eighteen (18) sick leave days per Contract Year. The Superintendent may use his accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry



over unused accrued sick leave days into subsequent Contract Years up to a maximum of one hundred and eighty (180) days. There is no buyout of accrued unused sick leave upon separation from employment.

- 6.4 Bereavement Leave: The Superintendent shall be entitled to a bereavement leave of up to five (5) days upon the death of an immediate family member.
- 6.5 Health Insurance Benefits: The Superintendent may elect to obtain group health insurance, generally available to employees and their dependents in the Andover Public Schools, on the same terms and conditions as such insurance is generally available to other non-unionized employees, subject to changes in such insurance as may be put into effect from time to time.
- 6.6 Cell Phones/Internet Service: The District shall provide a laptop computer, a cell phone and other equipment, as deemed necessary for the Superintendent to work off-site as well as at the District office. The Superintendent shall either buy such property from the District at his termination, or return the same to the District.

#### 7. REIMBURSEMENT FOR EXPENSES AND PROFESSIONAL ORGANIZATIONS:

- 7.1 Automobile Allowance: The Committee shall pay the Superintendent a monthly allowance of five hundred dollars (\$500.00) for all expenses and costs regarding use of a vehicle in his capacity as Superintendent. The Superintendent agrees that this payment is in lieu of the Committee providing him with a District-owned and registered vehicle and that he shall use his personal vehicle for the conduct of his usual daily functions as Superintendent. This payment shall not apply to the travel-related expenses covered by the provisions of Section 7.2.
- 7.2 Reimbursement for Attendance at Professional Meetings: The Superintendent shall submit receipts for reasonable and necessary expenses incurred in attending professional meetings up to a maximum of three thousand five hundred dollars (\$3,500) per contract year. No reimbursements shall be made in excess of the \$3,500 limit without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.
- 7.3 Professional Organizations: In addition to and separate from the reimbursement in Section 7.2 above, the Committee shall pay the cost of the Superintendent's annual membership dues in AASA, MASS, ASCD and AERA, along with the subscriptions of such organizations and subscriptions to such education magazine and newspapers as Education Week, Kappan, etc., in order to maintain the Superintendent's skills.

8. DUTIES: The Superintendent shall have charge of the administration of the Andover Public Schools consistent with law and Committee policies and directives. He shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Andover Public Schools consistent with law and Committee policy. He shall organize, reorganize, and arrange the administrative and



supervisory staff, including instruction and business affairs. He shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. He shall construct school committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Andover School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to his own employment and/or this Agreement are under consideration. He shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committees, as they may be promulgated or modified from time to time.

9. **PERFORMANCE EVALUATION:** The Committee shall devote at least a portion of one meeting on or before June 30th of each Contract Year to an evaluation of the Superintendent's performance and working relationship with the Committee. This performance evaluation shall be based upon performance criteria developed by the Committee with input from the Superintendent. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that his evaluations will be conducted in an open session meeting of the Committee.

10. **LICENSE:** The Superintendent hereby represents to the Committee that he is currently licensed or has satisfied the requirements to obtain a license to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying him to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of his license being revoked, rescinded, suspended, or lapsed.

11. **PROFESSIONAL ACTIVITIES AND CONSULTING:**

11.1 **Professional Activities:** The Superintendent shall devote his full time, attention, and energy to the business of the Andover Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, in:

- A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;



B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and

C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 7 of this Agreement, no other funds will be made available for any of the professional activities listed in this Section 11.1.

**11.2 Consulting:**

The Superintendent may engage in professional consulting work provided that such consulting work does not interfere with or detract from his work as Superintendent for the Andover Public Schools and provided that the Superintendent has given prior notice to the Chair of the Committee to engage in such consulting work and uses his vacation leave to cover his absences, if any, for such consulting work. The Committee shall not reimburse the Superintendent for any expenses associated with such consulting work.

**12. INDEMNIFICATION:**

12.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

12.2 The Superintendent shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

12.3 This Section 12 shall survive the termination of this Agreement.

**13. SUSPENSION OF PENSION PAYMENTS:** The Superintendent agrees to suspend the receipt of his Massachusetts retiree annuity/pension payments under M.G.L. Ch. 32 during the term of this Agreement.

**14. TERMINATION OF EMPLOYMENT AGREEMENT:**

14.1 By the Committee with Good Cause: During the term of this Agreement, the Committee



may suspend the Superintendent from his position as superintendent and/or may terminate his employment and this Agreement for insubordination, incompetency, neglect of duty, or other good cause. "Good cause" herein shall be defined as any ground put forth by the Committee that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for good cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against him, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within seven (7) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have his legal counsel present to represent him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive, salary payments and benefits payable after the effective date of termination.

- 14.2 For Disability: Subject to the provisions of the Americans with Disabilities Act, if the Superintendent is absent from work on account of a disability for more than one hundred twenty (120) calendar days, the Committee shall have the option of terminating his employment and this Agreement for incapacity. If the Committee exercises its option to terminate the Superintendent's employment and this Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.
- 14.3 By the Superintendent: The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible but no less than one hundred and twenty (120) calendar days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.
- 14.4 Accrued Unused Vacation Days: The Committee shall pay the Superintendent for all accrued unused vacation days remaining as of the date of his separation from employment at the Superintendent's then per diem rate. For the purposes of determining his per diem rate under this Agreement, the Superintendent's Annual Salary shall be divided by 261 days.
15. MEDICAL EXAMINATIONS: The Superintendent agrees to submit to periodic medical examinations and consents to the release of the examining physician's/physicians' reports to the Committee at the request of the Committee. The Committee shall pay for any such

examinations and reports.

16. **NOTICES:** All notices required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the residence of the Chairperson of the Committee.
  
17. **ENTIRE AGREEMENT:** This Agreement contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set forth in writing and signed by the parties.
  
18. **SEVERABILITY:** If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.
  
19. **GOVERNING LAW:** This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.
  
20. **COUNTERPARTS:** This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.



IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this 17<sup>th</sup> day of December, 2015.

On Behalf of the Andover School Committee:



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~~Ann W. Gilbert~~  
Chairperson,  
Andover School Committee



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~~Sheldon H. Bermin, Ed.D.~~  
Superintendent of Schools

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