

**BELCHERTOWN PUBLIC SCHOOLS
BELCHERTOWN, MASSACHUSETTS**

SUPERINTENDENT'S EMPLOYMENT CONTRACT

July 1, 2019 through June 30, 2022

AGREEMENT made this 28 day of May 2019, between the Belchertown School Committee, hereinafter referred to as the "Committee", and [REDACTED] hereinafter referred to as the "Superintendent".

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. EMPLOYMENT:

The Committee hereby employs [REDACTED] as Superintendent of the Belchertown Public Schools, and Brian Cameron hereby accepts employment as Superintendent of the Belchertown Public Schools, subject to the terms and conditions hereinafter provided.

2. DURATION:

- A. The Superintendent shall be employed for a period of three (3) years commencing July 1, 2019 and ending June 30, 2022. For purposes of this Agreement, the anniversary date shall be July 1, of each year.
- B. The Superintendent shall notify the Committee on or before June 30, 2021, in writing, as to the Superintendent's desires concerning a new contract.
- C. The Committee, on or before July 1, 2021, shall notify the Superintendent, in writing, as to whether or not 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 hereinbefore provided, on June 30, 2022.
- 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 September 1, 2021.
- E. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2022, unless otherwise agreed upon in writing by the parties.

3. COMPENSATION:

- A. Effective July 1, 2019, the Superintendent shall be paid an annual base salary of \$145,000 payable in periodic installments on the same basis as other professional personnel in the School District, subject to such deductions for income taxes, retirement and other withholdings, as are authorized by the parties or required by law.
- B. Effective July 1, 2020, the Superintendent's annual base salary shall be \$147,900.
- C. Effective July 1, 2021, the Superintendent's annual base salary shall be \$151,600.
- D. The annual salary for the second and third years during which this contract is in effect shall be contingent upon the Superintendent receiving an annual overall rating of "proficient" or higher by a majority of the School Committee on their prior year's evaluation. Otherwise, the salary shall remain at the same amount as the prior year.

4. WORK YEAR AND LEAVE BENEFITS:

- A. Work Year: The work year for the Superintendent is a twelve-month work year, or 219 work days, between July 1 and June 30 of each Contract Year. The Superintendent shall devote the Superintendent's full-time, skill, labor and attention to the discharge of the Superintendent's duties as Superintendent for the Belchertown Public Schools.
- B. Sick Leave: The Superintendent shall receive fifteen (15) days of paid sick leave per year to be used for personal illness or injury. The Superintendent may carry over their unused accrued sick days from their prior position in the district. The Superintendent may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of two hundred and twenty-five (225) days.

Upon retirement, the Superintendent may buy-back any unused accrued sick leave at a rate of \$50 per day. There is no minimum requirement. The gross amount paid for accrued sick leave shall be capped at \$7,000

- C. Holidays: The Superintendent shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Day before Thanksgiving Day
Good Friday	Thanksgiving Day
Patriots' Day	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day After Christmas
	Floating Holiday

Also, the Superintendent shall receive one full day before New Year's Day, provided that December 31st and January 1st fall on a scheduled work day.

D. Personal Leave: The District may grant the Superintendent up to three (3) personal days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's work day or for emergencies. The Superintendent shall notify the School Committee Chair not less than forty-eight (48) hours before the absence occurs, whenever possible. Unused personal leave at the end of a Contract Year shall be added to the Superintendent's accrued sick leave.

E. Vacation Leave: The Superintendent shall receive each contract year twenty-five (25) working days of paid vacation, which shall be credited on the first day of each Contract Year. The Superintendent may carry over up to ten (10) vacation days to the following year (i.e., a total maximum of thirty-five (35) days in any Contract Year). In the event that this Contract is terminated for any reason prior to its expiration date, the Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. Any additional unused vacation days shall be deemed waived. For example, if the Superintendent separated from employment half way through the Contract Year and had not used any vacation days, then the Superintendent would be entitled to payment for twelve and one-half (12.5) vacation days.

F. Bereavement Leave: The Superintendent will be allowed up to five (5) bereavement days without loss of pay to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's spouse, child, father, mother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, child-in-law, grandparent, grandchild or other person residing in the Superintendent's household. The Superintendent will be allowed up to three (3) bereavement days with pay per Contract Year to attend the funeral/memorial service for the Superintendent's aunt or uncle. Two (2) additional days shall be granted for the death of an immediate family member requiring travel in excess of two hundred (200) miles. Additional bereavement leave may be granted and approved by the School Committee Chair.

G. Leave Pursuant to the Family Medical Leave Act ("FMLA"): The Superintendent may take any leave to which the Superintendent is entitled pursuant to the FMLA. The Superintendent shall use all of the Superintendent's accrued paid leave (sick leave and personal leave) to which the Superintendent is otherwise entitled during any FMLA leave (note: sick leave is only available in accordance with Section B above). Should the Superintendent exhaust the Superintendent's accrued paid leave prior to the expiration of the FMLA leave, the remainder of any such leave shall be unpaid.

H. Leave Pursuant to the Small Necessities Leave Act ("SNLA"), Domestic Violence Leave Act ("DVLA") and the Parental Leave Act ("PLA"): The Superintendent may take any unpaid leave to which the Superintendent is entitled pursuant to the SNLA, DVLA, and/or PLA.

I. Snow Days/Emergency Closure: The Superintendent will be on call on snow days, or when school is closed due to inclement weather or other emergency reasons. If the Superintendent is not required to report to work, there will be no loss of pay.

J. Jury Duty: If Superintendent is required to be absent from work because of jury duty, the Superintendent shall continue to be paid the Superintendent's regular salary during the period of time that the Superintendent is on jury duty minus any remuneration received for such service. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

K. Additional Benefits:

1. Professional meeting, professional association memberships, and workshop time as follows:

- a. Days without loss of pay for appropriate professional meetings (e.g., D.E.S.E., CES, Conn. Valley Superintendents' Roundtable, M.A.S.S., M.A.S.C.).
- b. Days without loss of pay for appropriate in-state workshops and conference days (i.e., with prior notification to the Belchertown School Committee) to meet D.E.S.E. re-certification requirements. This includes being asked to speak or present to a professional group or organization.
- c. Days without loss of pay for attendance at meetings, workshops and conferences requested by the Belchertown School Committee.
- d. Days without loss of pay every year to attend a national school administrators' convention, dependent on the Superintendent's schedule and workload at the time of the convention.

2. Payment of fees for the following:

- a. Annual membership in MASS, AASA, and ASCD.
- b. Enrollment and participation in the first year of the 3-year MASS New Superintendent Induction and Executive Mentoring Program (NSIP). The parties shall meet for the purposes of discussing whether the Committee will pay the fees for the Superintendent's enrollment and participation in years 2 and 3 of the NSIP.

5. OUTSIDE ACTIVITIES:

A. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as the Superintendent sees fit, provided they do not interfere with the Superintendent's duties.

B. The Superintendent may undertake or engage in consulting work of any nature after first notifying the Chairperson of the Committee, provided that the consulting work does not interfere with the performance of the Superintendent's duties.

6. REIMBURSEMENT:

A. Travel: The District shall pay the Superintendent a travel stipend of \$2,000.00 per year, payable in two installments during each contract year in May and November. This stipend is to cover in-district travel as well as in-state travel to meetings as necessary in accordance with the

Superintendent's job responsibilities. This amount shall be payable without submission of receipts.

B. Additional reimbursement, up to \$2,500.00 per year with proper documentation, for the following expenses:

1. To conduct the appropriate business of the Belchertown School District (i.e., for mileage and parking when traveling outside the school district).
2. To attend the MASS annual Executive Institute (registration, parking, mileage, meals and lodging) which enhances the administration and supervision of the Belchertown School District
3. To attend the MASS/MASC Joint Annual Conference (registration, parking, mileage, meals and lodging) which enhances the administration and supervision of the Belchertown School District
4. With advance approval of the School Committee Chair, to attend any additional professional meetings, conventions, seminars or workshops, which further the professional development or training of the Superintendent.

C. With advance approval of the School Committee Chair, additional reimbursement to attend one national administrators convention, seminars, or workshop (registration, travel, attendance fees, lodging and other expenses associated with attending) which enhances the administration and supervision of the Belchertown School District.

D. Cell Phone: The District will provide the Superintendent with a smart phone for business use. In addition to any desktop computer that remains at the Central Office, the District will provide a tablet and laptop computer for business use.

7. HEALTH INSURANCE:

A. Group Health Insurance: The Superintendent may elect to obtain group health, dental, prescription and vision insurance available to employees and their dependents in the Belchertown Public Schools on the same terms and conditions as such insurance is generally available to employees in the Belchertown Public Schools, and the Superintendent recognizes that the Belchertown Public Schools and the Town of Belchertown may change such terms and conditions and such insurance, applicable to all municipal employees, from time to time. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure ("HIRD") form.

B. Other Insurances: The Superintendent is eligible for other insurances, including life insurance and long term disability insurance on the same terms and conditions as such insurances are generally available to other non-unionized employees in the Belchertown Public

Schools and the Superintendent recognizes that the Belchertown Public Schools and the Town of Belchertown may change such terms and conditions and such insurances, applicable to all municipal employees, from time to time.

8. DUTIES:

A. In accordance with Massachusetts General Laws, Chapter 71, Section 59B, other applicable laws, the Superintendent's job description, and the lawful policies of the District, the Superintendent shall be responsible to manage the Belchertown Public Schools. The Superintendent recognizes that the Superintendent's responsibilities and conduct are not determined by prescribed hours and conditions and will perform the duties of the position as determined by the Committee and will expend the time and effort necessary to effectively achieve the goals and purposes of the Belchertown Public Schools. The Committee reserves the right to make lawful amendments to the Superintendent's job description at any time. The Superintendent's job performance will be evaluated in accordance with such amended job description, provided the Superintendent receives adequate advanced notice of such amendments in the job description that would make it fair for the Committee to evaluate the Superintendent in accordance with such amended job description.

B. The Superintendent's powers, as described in paragraph A of this Section 8, may be limited by any official action of the Committee that is consistent with the provisions of the Education Reform Act and not in conflict with the terms of this Agreement or with state or federal law.

C. The Committee, individually and collectively, will promptly refer to the Superintendent for the Superintendent's study and recommendation all criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the Superintendent's attention. Such matters not brought to the Superintendent's attention pursuant to this clause will not be used against the Superintendent in the evaluation or in any disciplinary proceedings including termination proceedings.

9. EVALUATIONS:

A. The Superintendent will be annually evaluated by the Belchertown School Committee, utilizing the Massachusetts Model System for Evaluation: the DESE Model Rubric for Superintendents and the DESE Implementation Guide for Superintendent Evaluation and mutually agreed upon (by both the Superintendent and School Committee) performance goals, none of which shall contain performance standards or expectations that are in conflict with the Education Reform Act, the DESE Model System of Superintendent Evaluation, or any other statute or official regulation thereof. If mutual agreement cannot be reached in regard to the goals, then the Committee shall determine the goals. All evaluations shall be compiled by the Belchertown School Committee, be signed by both the Chair of the Belchertown School Committee and Superintendent.

B. In the event that the summative evaluation indicates the performance of the Superintendent is "unsatisfactory" or "needs improvement," an annual salary increase shall not be awarded as per

Section 3 (D) above. The Superintendent shall be provided a written description of the specifics that have given rise to this determination, the improvements that are expected, and the indicators that will determine whether or not each deficiency cited is remediated.

C. In the event that a summative evaluation indicates that the performance of the Superintendent is “proficient” or “exemplary” by a majority of the school committee, a salary increase shall be awarded in the form of an adjustment to the Superintendent’s base salary as per Sections 3 (B) and (C) above.

10. LICENSE:

Prior to commencement of employment, the Superintendent shall furnish to the Committee a copy of the Superintendent’s license. The Superintendent hereby represents to the Committee that the Superintendent is currently licensed to serve as a School Superintendent 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, and the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying the Superintendent to serve as a School Superintendent 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 the Superintendent’s license being revoked, rescinded, or lapsed.

11. INDEMNIFICATION:

A. The Committee agrees to indemnify the Superintendent when the Superintendent is acting within the scope of the Superintendent’s official duties to the extent permitted by and subject to the provisions of Massachusetts General Laws. The Superintendent shall, within ten (10) work days of the time the Superintendent is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Chair of the School Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the District to suspend and/or terminate the Superintendent. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship, the Superintendent shall be compensated for participation in the presentation or preparation of a case in a judicial, administrative or arbitral forum at the per diem rate of pay that was in effect as of the last date of employment with the district.

B. This Section 11 shall survive the termination of this Agreement.

12. TERMINATION:

A. The Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, failure to meet the performance standards of the contract, as modified by the DESE Model System for Superintendent Evaluation, and approved job description, or other good cause. Good cause

shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system(s). In the event the Committee intends to dismiss the Superintendent, the Superintendent will be given at least fifteen (15) days' prior written notice, including a statement of the charges against the Superintendent, provision of documents relating to the reasons for the termination, and a hearing by the Committee, at which the Superintendent shall have the right to have legal representation present.

B. Any dispute about the termination of the Superintendent by the Committee shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties. These proceedings may be initiated by filing a demand for arbitration with AAA. The remedy of the arbitrator shall be reasonable financial compensation rather than reinstatement to the position.

C. A dismissal by the Committee in compliance with Paragraph 12(A) shall sever any and all rights that the Superintendent shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.

D. In the event that the Superintendent desires to terminate this Agreement before the term of service shall have expired, the Superintendent may do so by giving at least one hundred and twenty (120) calendar days' notice of the Superintendent's intention to the Committee or such other notice as is mutually agreed to by the parties in writing.

13. NOTICES:

All notices required or desired to be given under this Agreement will be deemed to be served if delivered in writing to the Superintendent at the Superintendent's office address, or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or delivered in writing to the School Committee Chair at the Central Office, or sent by certified mail to the School Committee Chair in the case of the District.

14. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the District 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.

15. 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.

16. GOVERNING LAW:

This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

17. 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.

18. STATE RETIREMENT ASSOCIATION:

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


19. PERFORMANCE:

The Superintendent shall fulfill all obligations under this Contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 28 day of May, 2019.

By: 
Superintendent of Schools

By: 
Belchertown School Committee


Vice Chair
Belchertown School Committee


Secretary
Belchertown School Committee


Belchertown School Committee


Belchertown School Committee