

SUPERINTENDENT OF SCHOOLS: CONTRACT OF EMPLOYMENT

THIS AGREEMENT made by and between the Billerica School Committee, herein after referred to as the Committee, and Mr. Timothy Piwowar, hereinafter referred to as the Superintendent of Schools.

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

1. **EMPLOYMENT:** The Committee hereby employs Timothy Piwowar as the Superintendent of Schools for the Public Schools of Billerica, and the Superintendent of Schools hereby accepts employment on the following terms and conditions.
2. **TERM:** The Superintendent of Schools shall be employed for a period commencing on July 1, 2015 and ending June 30, 2018. If it is the Committee's intention not to extend this contract, the Committee will provide written notice to the Superintendent by June 30 of the year prior to the expiration date of the contract's term. Effective June 1, 2017, the Superintendent may engage the Committee in discussions regarding a contract extension.
3. **REGULAR COMPENSATION:**
 - A. The annual salary of the Superintendent shall be \$170,825 for Fiscal Year 2016; \$173,814 for Fiscal Year 2017; and \$177,725 for Fiscal Year 2018.
 - B. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
4. **TERMINATION:** In the event that said Superintendent of Schools desires to terminate this contract before the term of service shall have expired, he may do so by giving at least four (4) months' written notice of his intention to the Committee. This contract may be terminated by the Committee if the Superintendent of Schools is dismissed for good cause including but not limited to not fulfilling all of his duties as set forth in Section 5 below. The Superintendent shall not be dismissed unless he has been furnished with a written notice of intent with an explanation of the grounds for dismissal, and if he so requests, has been given reasonable opportunity within seven days after receiving such notice to review the decision with the School Committee at which meeting he may be represented by an attorney or other representative to present information pertaining to the basis for the decision and to his status. The Superintendent may contest any such termination by filing for arbitration as set forth in Section 18 below.

5. **RESPONSIBILITIES/DUTIES:** The administration of school policy set by the Committee pursuant to M.G.L. c. 71, §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59. The parties hereto agree that:
- A. The Superintendent shall administer curriculum and instruction and decided all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District where consistent with state law and contract obligations. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis shall be part of the minutes of the meeting.
 - B. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent. Duties and responsibilities therein shall be performed by him or his staff under his direction.
 - C. The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
 - D. Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
 - E. The Committee shall make no agreement with any other employee or group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative, or supervisory responsibilities.
 - F. The Superintendent is assured that Committee rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
 - G. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law, or regulation which impairs or reduces the duties and authority prescribed above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth

of Massachusetts. This provision shall continue in full force and effect during any period of suspension.

6. **CERTIFICATE:** The Superintendent of Schools shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent of the District of the Commonwealth, as required by M.G.L. c. 71, §3G.
7. **REIMBURSEMENT FOR EXPENSES:** The Committee shall reimburse the Superintendent of Schools for all expenses reasonably incurred in the performance of his duties under this contract. Such expenses shall include, but shall not be limited to, costs of transportation, attendance at appropriate local, state, and national meetings and conferences, as provided for in the school budget. Included within this provision shall be sufficient funds to be used for courses, seminars, special travel, and or/ other items or activities which, in the Superintendent of School's opinion, serve to enhance his performance and skills.
8. **STATE RETIREMENT ASSOCIATION:** The Superintendent of Schools shall be a members of the Teachers' Retirement System as required by M.G.L. c. 32, §2.
9. **ANNUAL VACATION:**
 - A. Exclusive of legal holidays, the Superintendent of Schools shall receive twenty (20) working days as annual vacation. Each year, the Superintendent shall be permitted to carry over five (5) unused vacation days into the subsequent year of the contract.
 - B. Effective Fiscal Year 2016, the Superintendent shall be permitted to receive per diem pay, calculated at 1/228 of the Superintendent's annual salary, for up to four (4) unused vacation days annually.
10. **SICK LEAVE:** The Superintendent of Schools shall be entitled to Sick Leave in an amount equal to but not in excess of fifteen (15) days of Sick Leave for each year of this contract and any extensions hereunder. Unused Sick Leave shall be cumulative to a limit of 180 days. Ten days per year of sick leave may be used for necessary care of a sick member of the immediate family.
11. **HOLIDAYS:** The Superintendent shall be entitled to all holidays and one half days before holidays as recognized by the Committee made available to any other Committee employee.
12. **OTHER BENEFITS:** The Superintendent of Schools shall be entitled to the following other benefits:
 - A. **Group Insurance:** Provisions of group medical, life, and dental insurance consistent with coverage provided by the Town of Billerica.

- B. Personal Leave: Two (2) days annually with an option for the Committee at its discretion to grant additional days.
- C. Funeral Leave: Five (5) days for death in the immediate family; three (3) days for death of an in-law, grandparent, or grandchild; one (1) day for death of an aunt, uncle, niece, or nephew of Superintendent or spouse.
- D. Jury Duty: Difference between regular salary and any amount paid by the court.
- E. Liability Coverage: The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent in accordance with the terms of M.G.L. c. 258. 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 relationships the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$400, whichever is greater.

The Superintendent may retain at the expense of the Committee and upon prior notice to the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before state or federal agencies or courts, labor arbitration or courts. In such cases the counsel for the Committee shall retain primary responsibility for preparation and representation of the case. The Superintendent shall fully and completely cooperate with the Committee counsel in the defense of such action.

This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

- F. Mileage: The Superintendent shall be reimbursed at the current IRS approved rate of reimbursement for the use of a personal vehicle, upon submission of written voucher for the same.
- G. Membership Dues: The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional associations, including but not limited to:
 - a. Massachusetts Association of School Superintendents
 - b. A.A.S.A.
 - c. A.S.C.D.

If a benefit in addition to or greater than the above is granted by the Committee to other professional employees, the Superintendent may request that the Committee amend this contract to provide the same or similar benefit.

13. RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT: The Committee shall communicate with the Superintendent of Schools at least once a year, either informally or in Executive Session, for the purposes of discussing with the Superintendent his Job Description and performance, as well as the working relationship between the Committee and the Superintendent of Schools.

14. PERFORMANCE:

- A. The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be made by mutual agreement between the Committee and the Superintendent in writing.
- B. Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents, and will be reported by the Committee to the appropriate state and national associations of the school administrator and state educational authorities.
- C. Failure on the part of the Committee to fulfill obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Committees, and will be reported by the Superintendent to the appropriate state and national associations of school committee and state educational authorities.

15. EVALUATION:

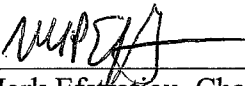
- A. The Superintendent shall be evaluated consistent with DESE's January 2012 Implementation Guide for Evaluation of Superintendents. Under the DESE plan evaluation involves a five step process which includes self-assessment, dual analysis of Goal Setting and Plan Development, implementation of the Plan, a Mid-cycle assessment, and a Summative evaluation on a schedule agreed upon by the parties as set out below. The evaluation shall be based on the Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, and any additional standards or goals mutually agreed upon or set by the Committee. All evaluation shall be accomplished consistent with the provisions of M.G.L. c. 30A relative to the Open Meeting Law.
- B. The Committee and Superintendent shall meet not later than September of each year to mutually determine and accept goals and standards to be reviewed, in addition to Board of Education Principles of Effective Administrative Leadership. The meeting will follow the Superintendent's self-assessment and result in the adoption of a Plan for the Superintendent's activities over the course of the year. On or before February 28 of each year thereafter, the Superintendent shall provide to the Committee a Mid Cycle progress report on such goals or standards.

- C. On or before July 31 of each calendar year, the Superintendent shall provide to the Committee at a duly called meeting a written self-evaluation and report of his or her work over the past school year in relation to the Principles of Effective Administration and Leadership and any additional goals or standards mutually agreed upon by the parties. The Committee members shall complete individual evaluations as required by the DESE model and discuss their assessment and the Superintendent's and then complete a summative evaluation in public session. Where the Committee "disagrees" with the Superintendent's report, it shall reference specific events, facts, or action in support of its conclusions. The evaluation reports shall refer to the previous year's work regarding goals as being "Proficient", "Exemplary", "Needs Improvement", or as being "Unsatisfactory". Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts, or action in support thereof to the extent required by the DESE model.
- D. The Committee chair shall, in consultation with the Superintendent, compile a final evaluation report containing the Superintendent's original report and a fair summary of the comments and conclusions of the Committee, which shall be placed in the Superintendent's personnel file. To the extent required by law, the evaluation shall be a public document.

16. **ENTIRE AGREEMENT:** This contract embodies the whole agreement between the Committee and the Superintendent of Schools and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained therein. The contract may not be changed except by a written amendment signed by both parties.
17. **INVALIDITY:** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.
18. **ARBITRATION:** Any disputes as to the meaning, application or interpretation of the provisions of the Agreement will be resolved through binding arbitration pursuant to the American Arbitration Association's (AAA) Employment dispute Resolution rules, and shall not be subject to litigation in Court. The party demanding such arbitration must file for it within thirty days of the act or omission alleged as the contract violation.

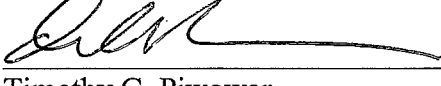
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 22nd day of June in the year 2015.

TOWN OF BILLERICA



Mark Efstratiou, Chairman
Billerica School Committee

TIMOTHY PIWOWAR



Timothy G. Piwowar
Superintendent of Schools