

**BROCKTON PUBLIC SCHOOLS**  
**Brockton, MA**

**EMPLOYMENT AGREEMENT**

This Agreement, effective upon its execution, is entered into by and between the **Brockton School Committee**, hereinafter referred to as the "Committee" and Mr. **Michael P. Thomas** hereinafter referred to as the "Interim Superintendent." In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **Employment** - The Committee hereby employs **Michael P. Thomas** as Interim Superintendent of the Brockton Public Schools, and the Interim Superintendent hereby accepts employment on the following terms and conditions:
  
  2. **Term** - The Interim Superintendent shall be employed for a one (1) year period commencing on July 1, 2019 and ending on June 30, 2020. The Committee will have the option to extend this contract, with all of its terms and conditions, by an additional one (1) year (i.e., until June 30, 2021) if at least five (5) members of the eight (8) member Committee vote, on or before June 30, 2020, to exercise this option and the Committee notifies the Interim Superintendent in writing that this contract is being extended until June 30, 2021. If this option is not exercised by the Committee, and if no new Agreement is otherwise reached, this Agreement will expire on June 30, 2020. Upon the expiration of this Agreement or any extension to this Agreement, the Interim Superintendent shall have the right to return to his previous position as Deputy Superintendent with a two-year term commencing on the date of said return, and the Parties will execute an amendment to his previous employment contract for the position of Deputy Superintendent.
  
  3. **Salary** - During the period between July 1, 2019 and June 30, 2020, the Interim Superintendent will be paid at the annual rate of **\$225,000**, payable in equal installments in accordance with the policy of the Committee governing payment of professional staff members. If this interim contract is extended, a contract term and a new market base annual rate will be negotiated for the succeeding year. In no instance will the Interim Superintendent's annual salary be less than that in the preceding year. Such salary will be prorated for any partial year of service.
  
  4. **Termination of Services** - The Committee shall have the right to terminate this Agreement at any time before the expiration date of this Agreement for incapacity, conduct unbecoming an Interim Superintendent, insubordination, and other just cause, but not without prior notice and an opportunity to be heard. A termination by the Committee shall sever any and all rights that the Interim Superintendent may have under this Agreement (with the exception of indemnification) for the balance of the contract period subsequent to the termination, including any claim to compensation.
- The Interim Superintendent shall have the right to terminate this Agreement at any time but only upon ninety (90) days written notice to the Committee.
5. **Responsibilities/Duties** - The Committee is responsible for the establishment of a school budget, development of policy, and employment of the Interim Superintendent pursuant to M.G.L. c.71, §37. The administration of school policy, the operation and management of the schools, and the direction of employees, shall be through the Interim Superintendent, pursuant to c.71, §59. The

parties hereto agree that:

- A. The Interim Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, discipline or termination of personnel employed or to be employed by the School District consistent with state law and contract obligations. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Interim Superintendent.
  - 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 Interim Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his/her staff under his/her direction. The district shall annually conduct an audit of all books and accounts.
  - C. The Interim Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the School District. The Interim 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 upon which action should be taken that are called to the attention of the Committee or individual Committee members by any source shall be promptly referred to the Interim Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, and to ensure responsiveness to the public and fairness to the Interim Superintendent.
  - E. The Committee shall make no agreement with any other employee group or individual that would interfere with the Interim Superintendent's carrying out statutory responsibilities.
  - F. The Interim 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 Interim Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee must be consistent with those normally associated with the position of Interim Superintendent of Schools in the Commonwealth of Massachusetts. The Committee agrees that members shall be trained in roles and responsibilities as required by M.G.L. c.71, §36A.
  - H. The position of Interim Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.
  - I. Because the Interim Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.
6. **Annual Vacation** - The Interim Superintendent shall receive Thirty (30) working days as annual

, vacation, exclusive of legal holidays. The amount of this annual vacation will be prorated for any partial year of service. No more than ten (10) working days may be taken consecutively as vacation unless this provision is waived by the Committee. Up to 10 days annually can be redeemed at the then daily per diem rate of pay by notifying Human Resources by June 1st of each year. Up to fifteen (15) unused vacation days each year can be carried over into a "carryover account", which can either be used in a subsequent year or maintained in the carryover account to be cashed in upon termination of the Interim Superintendent's service subject to the maximum expressed in the following sentence. At the time of termination of services, the Interim Superintendent shall be paid for up to 35 days of carried over vacation if such has been accumulated in the carryover account, which will be in addition to any regular vacation pay due to the Interim Superintendent which has been accrued in the year of termination. Said payment will be at the Interim Superintendent's then current per diem rate of pay.

## 7. **Eringe Benefits**

- A. **Sick Leave:** The Interim Superintendent shall be entitled to fifteen (15) sick-leave days each school year, accumulative to 290 days.

Sick leave may be utilized each year for illness of a spouse, child, sibling, parent, parent-in-law, daughter-in-law, son-in-law or grandchild, subject to prior agreement of the School Committee.

At the time of retirement or death, the Interim Superintendent or his estate will receive one-half (1/2) pay for up to one hundred and thirty (130) unused accumulated sick leave days at the daily rate of compensation per diem.

- B. **Personal Leave:** The Interim Superintendent may use up to three (3) days annually for paid personal leave.

- C. **Bereavement Leave:** The Interim Superintendent will be entitled to bereavement leave of up to five (5) days at one time in the event of a death of an Interim Superintendent's spouse, sibling, child, parent, parent-in-law, daughter-in-law, son-in-law, or grandchild, but not uncle, aunt, niece or nephew unless said relative is a member of immediate household. Up to five (5) days may be taken in case said Interim Superintendent is designated as executor for a family member or the funeral of a family member is over 400 miles from the District. The Interim Superintendent shall notify the Committee of a bereavement leave as soon as possible after learning of the necessity for such absence.

- D. **Insurance:** The Interim Superintendent shall be entitled to the same medical and life insurance benefits provided other professional personnel in the employ of the Committee.

- E. **Longevity Benefit:** The Interim Superintendent shall receive the same Longevity benefit as the members of the Executive Team.

8. **Expense Reimbursements** - The Committee shall reimburse the Interim Superintendent for out-of-state travel and expenses authorized by it which are reasonably incurred in the performance of her/his duties under the terms and conditions of this Agreement. Such latter expenses shall include at least the cost of, but not be limited to, necessary transportation and expenses for attendance at the Annual AASA Conference. The Interim Superintendent shall be afforded an in-state travel allowance of five hundred dollars (\$500.00) per month. Additionally, the Interim

Superintendent, at the School Department's expense, will have the use of a school-owned cellular telephone for work-related purposes as well as a school-owned computer, maintained by the School Department, for home or off site work. Additionally, the School Department will provide the Interim Superintendent with a credit card to be used for school related expenditures, with the account to be paid directly by the School Department.

9. **Professional Dues and Other Costs** - The Committee shall reimburse the Interim Superintendent, upon presentation of vouchers timely submitted, for the costs of membership in professional education organizations, for the costs of educational and professional conferences, and for the costs of books and other materials related to his professional duties.
  
10. **Performance Evaluation** - Prior to June 1 of each year of this Agreement, the members of the Committee will evaluate the Interim Superintendent using an instrument consistent with the Massachusetts Model System for Superintendent Evaluation as prescribed in DESE. At an appropriate time each year, the Committee will also meet with the Interim Superintendent to establish goals for the Interim Superintendent for the following year.
  
11. **Performance** - The Interim Superintendent shall fulfill all aspects of this contract. Any exception thereto shall only be by mutual agreement between the Committee and the Interim Superintendent in writing.
  
12. **Entire Agreement** - This Agreement contains the entire agreement between the Committee and the Interim Superintendent, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those expressly contained herein. This contract may not be changed except in writing, signed by the party against whom enforcement is sought. This Agreement supersedes any and all prior agreements and amendments to Agreements entered into by the parties.
  
13. **Invalidity** - If any paragraph, or part thereof, of this Agreement shall be determined by appropriate forum to be invalid, then, in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.
  
14. **Indemnification** - The School Department will indemnify the Interim Superintendent from personal financial loss and expenses, including legal fees and costs, to the extent allowable under G.L. Chapter 258, for acts and/or omissions by the Interim Superintendent, if the Interim Superintendent at the time of the acts and/or omissions was acting within the scope of and consistent with her official duties and employment. The School Department shall provide indemnification consistent with the above regardless of whether the claim or legal action is commenced during the Interim Superintendent's employment with the School Department or following the termination of such employment.
  
15. **Arbitration**
  - A. **Scope of Controversy:** Any and all controversies or claims arising out of an alleged breach of this Agreement, excluding claims based on state or federal anti-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed 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 and standards of M.G.L. Chapter 150C or, if G.L. Chapter 150C is determined to be inapplicable, then pursuant to the provisions of Chapter 251 of the General Laws relative to arbitration of commercial disputes.

**B. Arbitrator's Authority:** Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within thirty days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but in no case, shall such award order or require the reinstatement of the Interim Superintendent to his/her position.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement and a duplicate thereof this 25<sup>th</sup> day of June, in the year 2019.

The School Committee:

  
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Interim Superintendent

Michael P. Thomas

  
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Mayor Bill Carpenter, Chair


  
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Thomas J. Minichello Jr, Vice Chair


  
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Joyce Asack

  
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Mark D'Agostino

  
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Brett Gormley

  
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Timothy Sullivan