

MONSON PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT CONTRACT

2022 to 2025

This contract is entered into on the 14th day of April, 2022, by and between **CHERYL CLARKE** (herein referred to as "Superintendent"), and the Monson School Committee, (herein referred to as "Committee") for the purpose of establishing the terms and conditions of employment of the aforementioned Superintendent. The terms of this Contract, in full conformity with School Committee policy, are as follows:

1. This Contract shall remain in full force and effect for the period commencing July 1, 2022 and ending with June 30, 2025 or the termination of employment in accordance with the General Laws of the Commonwealth, if sooner. The Committee shall make every effort, prior to September 1, 2024, to vote whether or not to enter into negotiations for a new or extended contract with the Superintendent. The failure of the Committee to vote prior to September 1, 2024 shall not be construed as a roll over or an extension of the Contract. If the parties do not enter into a successor contract prior to June 30, 2025, this contract shall automatically terminate on June 30, 2025. The Superintendent shall notify the Committee in writing not later than March 1, 2024 of the above referenced provisions. The work year for the Superintendent shall be twelve (12) months per contract year.
2. The Superintendent recognizes that this Contract shall be the source of the terms and conditions of employment, except as otherwise provided by statute. The Superintendent further agrees that she shall devote her attention, energy and skill in providing leadership in developing and maintaining the best possible educational services for the Monson Public Schools, under the direction of the Committee and in conformity with School Committee policy.
3. Compensation shall be at an annual base salary of one hundred fifty-six thousand eight hundred dollars (\$156,800.00) payable in twenty-six (26) installments for all work performed in the current contract year. The Superintendent's base salaries for subsequent work years will be increased by zero to five percent (0-5%) as a merit based increase as determined by the School Committee after the Superintendent's evaluation has been presented, to be effective on July 1 of each subsequent work year. Any adjustment in salary authorized by the Committee shall be in the form of an amendment and shall become a part of this contract.
4. **EVALUATION:** The Committee shall evaluate the Superintendent by June 30 of each year this Contract is in effect. The Superintendent will submit, no later than September 1 of each year her goals and objectives to the Committee for their review and approval, which review and approval shall occur no later than October 1. The evaluation will include, but not be limited to, compliance with provisions of the contract, a review of progress toward mutually established annual SMART goals as well as all parts of the Massachusetts Model System for Administrator Evaluation, assessment instrument for superintendents. When a written evaluation is done, the Superintendent will be given a copy and the opportunity to respond to that evaluation. The Committee shall vote on the composite evaluation compiled by the Committee Chair, and the Superintendent may attach her response, if any, thereto. The standards and processes in the evaluation shall be consistent with regulations issued by the Massachusetts Department of Elementary and Secondary Education for superintendent evaluations as revised most recently.
5. **CERTIFICATION:** The Superintendent agrees to maintain a valid and current certification for the position as required by the Commonwealth of Massachusetts relevant to this Contract.
6. **LAWS, POLICIES AND CONTRACT COMPLIANCE:** The Superintendent will be responsible for implementing the provisions of all union contracts as well as the policies adopted by the School Committee, especially of major importance is the proper and timely evaluation of the staff as required by Massachusetts General Law and the collective bargaining agreements. The Superintendent is expected to operate within all applicable Federal and State Laws.
7. **DUTIES:** Cheryl Clarke shall serve as the Superintendent of the Monson Public Schools, and she shall perform in good faith and on a full time basis, the duties and obligations of the Superintendent as provided in the job description, and other duties from time to time assigned to her by the Committee. She shall use her best efforts to achieve the performance goals and objectives established pursuant to this Contract, and she shall comply with all applicable laws and regulations.

The Superintendent shall serve as the Executive Officer of the Committee as provided in M.G.L. c. 71, §59. The Superintendent shall report any financial irregularities to the Committee, including but not limited to, any potential deficits.

Criticisms, complaints, and suggestions regarding the Superintendent's job performance called to the attention of the Committee or individual committee members by any source shall be promptly referred to the Superintendent in writing for study, disposition, remediation or recommendation as appropriate to facilitate the orderly administration of the District and ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall advise the Committee of any such action on such matters.

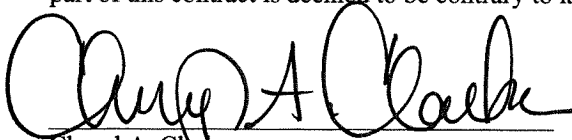
8. FRINGE BENEFITS: The following benefits shall accrue to the Superintendent under the terms of this contract:
 - a. VACATION: Twenty-five (25) days per work year. Vacation days not taken during the summer months may be taken either during other school vacations or at other times at the discretion of the Committee Chair. Up to five (5) vacation days from the previous work year may be carried over to the next work year.
 - b. SICK LEAVE: The Superintendent shall earn fifteen (15) sick days per year available July 1 of each year of this Contract. Sick leave is to be used exclusively for a bona fide illness or injury to the Superintendent which precludes the Superintendent from performing the duties of her job. Sick leave may be accumulated from year to year up to a maximum of one hundred and twenty (120) days, but there shall be no compensation paid for unused sick leave. For all absences beyond three (3) days, the Committee Chair shall be notified. The Committee Chair may, at his/her discretion, require medical documentation concerning any illness or injury.
 - c. BEREAVEMENT LEAVE: The Superintendent shall be allowed to use up to five (5) days per death of an immediate family member. Immediate family members shall include her spouse, children, stepchildren, parents, siblings, grandparents, and grandchildren.
 - d. PERSONAL DAYS: Three (3) days per year (not cumulative) for personal business that cannot be taken care of outside of work hours. Personal days do not carry over from year to year and are not paid out if employment terminates for any reason.
 - e. HOLIDAYS: The Superintendent shall not be required to work on any Massachusetts legal state holiday.
 - f. ADDITIONAL DAYS: These provisions shall in no way preclude the Committee from granting additional temporary leave with leave with or without pay.
 - g. NOTICE: In cases of vacation, sick leave, family illness leave, and bereavement leave; the Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such vacation or leave.
 - h. CONFERENCES, WORKSHOPS, MEETINGS: The Superintendent may be granted approved leave with pay for attendance at conferences, workshops and/or meetings related to her work held outside the school during the time that school is in session.
 - i. TRAVEL AND EXPENSES: The Superintendent shall be reimbursed for reasonable and necessary expenses upon submission of written voucher and all supporting documentation subject to approval by the Committee. Dues associated with membership in the Massachusetts Association of School Superintendents shall be paid by the District.
 - j. PROFESSIONAL DEVELOPMENT: The Committee encourages the Superintendent to participate in professional development, however, the Committee must approve all out of state reimbursement in advance and attendance at conferences(s) prior to registration, and the total amount of annual reimbursement shall not exceed Two Thousand Dollars (\$2,000).
 - k. All insurances currently available to employees of the Monson Public Schools shall be available to the Superintendent under the same terms and contribution levels.

9. **TERMINATION OF CONTRACT BY THE SUPERINTENDENT:** In the event that the Superintendent desires to terminate this Contract before the term of service shall have expired, except for retirement, she may do so if she gives at least sixty (60) calendar days' notice of her intention to the Committee. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chairperson of the Committee. Notwithstanding the above, the Superintendent may request and the Committee may consider termination of this contract in fewer than sixty (60) days.
10. **TERMINATION OF CONTRACT BY THE COMMITTEE:** Where good cause exists, the Committee may discharge the Superintendent during the term of this Contract. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent, and/or insubordination. Prior to such dismissal, the Committee shall provide the Superintendent with written notice of intent to dismiss with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action, and copies of all relevant documents on which the Committee intends to rely for such action, and if she so requests, she shall be given a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision with the Committee, prior to the decision becoming final. Generally, the Committee shall not rely upon evidence relating to complaints, criticisms, events or incidents regarding the Superintendent's job performance that have not been previously forwarded to the Superintendent pursuant to the Duties clause contained above. At such hearing, she may be represented by an attorney, at her own expense, or other representative to present evidence and to call witnesses pertaining to the basis for the decision and to her status as an employee. The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association.


Under no circumstances shall the arbitrator and/or tribunal award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

This Agreement may be terminated during its term due to financial necessity and/or reorganization so long as notice is provided to the Superintendent at least sixty (60) calendar days prior to said termination. In such situation, the Committee may determine not to terminate this Agreement, but instead to cause a reduction of the workday or work year, or demote the Superintendent to a less skilled position. If the workday or work year is reduced, there will be a corresponding proration of the salary to reflect the changed workday or work year. In the event of a demotion, the parties will negotiate the salary rate of the new position.

11. **INDEMNIFICATION:** The Committee shall indemnify the Superintendent when she is acting within the scope of her official duties to the extent permitted and subject to the provisions of M.G.L. c.258. Notwithstanding any other language or provisions in this Contract or elsewhere, this indemnification shall not be effective or binding on the Monson Public Schools and/or Committee, unless the Superintendent provides reasonable cooperation to the Monson Public Schools and/or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events, or facts occurring during her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Contract.
12. **INTEGRATION:** This written contract embodies the whole contract between the Committee, as agent for the Monson School Committee, and the Superintendent and there are no inducements or promises in addition thereto. If any section or part of this contract is deemed to be contrary to law, the remaining provisions shall remain in full force and effect.


 Cheryl A. Clarke
 Superintendent

4/14/22
 Date


 Colleen Flynn
 School Committee Chair

4/14/22
 Date