

EMPLOYMENT CONTRACT

BY AND BETWEEN

THE NEW BEDFORD SCHOOL COMMITTEE

AND

PIA DURKIN, Ph.D.

This Employment Contract (herein this "Contract") is made as of September 21, 2015 by and between the New Bedford School Committee (herein the "Committee") , and Pia Durkin, Ph.D. (herein the "Superintendent").

I. EMPLOYMENT

The New Bedford School Committee hereby employs Pia Durkin as Superintendent of Schools and Pia Durkin hereby accepts continued employment subject to the terms and conditions contained in this Contract.

II. TERM AND PRIOR AGREEMENT

The term of this Contract shall be for the period July 1, 2015 through June 30, 2019. Notice of the School Committee's intent not to extend this Contract upon expiration hereunder must be sent by certified mail, return receipt requested to the Superintendent at her address of record on or before September 1, 2018. The Committee and the Superintendent agree that this Contract shall become effective on July 1, 2015 and shall supersede and extinguish the terms of the prior employment agreement between the parties, dated April 16, 2013, and all amendments thereto.

III. COMPENSATION

The Superintendent shall be paid the following salaries per Contract Year (July 1st June 30th):

<u>Contract Year</u>	<u>Salary</u>
July 1, 2015 – June 30, 2016	\$189,000
July 1, 2016 – June 30, 2017	\$191,000
July 1, 2017 – June 30, 2018	\$193,000
July 1, 2018 – June 30, 2019	\$195,000

The Superintendent's salary shall be earned ratably in each of the Contract Years and shall be prorated for work of less than a full Contract Year. The Superintendent's salary is subject to withholdings for state and federal taxes and other withholdings required by law.

IV. TERMINATION

Where good cause exists, the Committee may discharge the Superintendent by a two-thirds vote. For purposes of this 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, inefficiency, incapacity, conduct unbecoming a Superintendent, or insubordination. The Committee may discharge the Superintendent provided that, the Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for dismissal, and if she so requests, she shall be given a reasonable opportunity within fifteen days after receiving such notice to review that decision with the Committee at which hearing she may be represented by an attorney, at her own expense, or other representative to present evidence pertaining to the basis for the decision and to her status as an employee. Upon the discharge of the Superintendent, no tribunal shall have the power to reinstate her. The decision of the Committee shall be final and binding subject to such judicial review as may be provided under applicable law. Under no circumstances shall the Superintendent be awarded reinstatement, punitive, consequential or nominal damages or compensatory damages other than back pay, interest, thereon, and benefits. In the event of termination pursuant to this Section, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits after the effective date of termination with the exception of payout for accrued unused vacation time. The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

V. CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate qualifying her to act as the Superintendent for the New Bedford School District as required by M.G.L. c. 71, §38G.

VI. DUTIES

- A.** The Superintendent shall at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all the duties and functions of the Superintendent of Schools Pursuant to all applicable federal, state, and local

laws, by-laws and regulations, and all policies and regulations including those of the Massachusetts Board of Education and the New Bedford School Committee, providing same are not in conflict with any law or regulation.

- B. The Superintendent shall serve as Chief Executive Officer of the New Bedford Public Schools and shall have all authority incidental thereto, including the authority to manage the school system as provided by all applicable federal, state, and local laws.
- C. The Superintendent shall have the right to attend all regular and special meetings of the School Committee and all committee or subcommittee thereof, and shall serve as an advisor to said committees and make recommendations on all matters affecting the New Bedford Public Schools. 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. The Superintendent recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of her position as determined by the Committee and will expend the time and effort necessary to achieve the goals and purposes of the New Bedford Public Schools.

VII. EVALUATION AND PERFORMANCE RECOGNITION PLAN

A. Performance Evaluation

Each Contract Year, the Committee shall evaluate the performance of the Superintendent, in writing, in accordance with regulations, 603 CMR 35.00, and consistent with the Massachusetts Model System for Educator Evaluation designed by the Massachusetts Department of Elementary and Secondary Education (DESE). No later than November 1st of each Contract Year, the Superintendent shall work collaboratively with the Committee in goal setting and plan development for such evaluation. Although the Committee will utilize the DESE model for evaluating the Superintendent, the Committee and the Superintendent will work collaboratively to incorporate indicators which reflect specific needs and context of the New Bedford Public Schools into such model. The Superintendent shall work collaboratively with the Committee to develop and implement a tool(s) for the Committee to obtain feedback from staff and other stakeholders in the school district regarding the Superintendent's performance. Such feedback will be evaluated and used consistent with applicable regulations and will be considered along with other relevant evidence. The Committee shall do a mid-cycle review of the Superintendent on or about February or March of each Contract Year. The Committee shall complete the

summative evaluation of the Superintendent for each Contract Year no later than six weeks after the Committee has received the results of standardized testing of New Bedford Public School students from the Massachusetts Department of Elementary and Secondary Education or November 30th whichever is later. The Superintendent will receive a copy of each of the committee member's individual evaluations. The Committee shall vote on the composite evaluation compiled by the Committee Vice Chairperson no later than November 30th and the Superintendent may attach her response, if any, to such composite evaluation.

B. Performance Recognition Plan

In addition to the salary provided for in Section III of this Contract, the Superintendent shall be eligible to receive Performance Recognition Pay ("PRP") up to a maximum set in the following PRP Schedule, based upon the Superintendent's attainment of specific performance objectives for the Contract Year:

PRP SCHEDULE

<u>Attainment of Performance Objectives for Contract Year</u>	<u>Maximum PRP that May be Granted</u>	<u>PRP Payment Date</u>
July 1, 2015- June 30, 2016	up to a maximum of \$1,500.	Nov. 2016
July 1, 2016- June 30, 2017	up to a maximum of \$2,000.	Nov. 2017
July 1, 2017- June 30, 2018	up to a maximum of \$2,500.	Nov. 2018

Such Performance Recognition Pay, if any, shall be paid out in a lump sum in accordance with the above PRP Payment Date schedule, and the PRP shall not be included in or added to the Superintendent's salary. The PRP is subject to withholdings for state and federal taxes and other withholdings required by law. The determination as to whether, and if so, to what extent and degree the Superintendent has achieved the performance objectives in a given Contract Year, as well as the determination as to whether to grant such Performance Recognition Pay and in what amount, shall be made by the School Committee, by majority vote, in the exercise of its sole discretion. The first time the Superintendent may be considered for PRP is in or about November of 2016 for her performance in the July 1, 2015 through June 30, 2016 Contract Year with PRP granted, if any, in or about November of 2016.

VIII. PROFESSIONAL ACTIVITIES

The Superintendent may participate in professional conferences and workshops in order to continually improve her practice as a Superintendent. The Committee shall reimburse the Superintendent for all job-related expenses reasonable incurred in the

performance of her duties under this Contract including national, state, and local dues for memberships (e.g. Massachusetts Association for School Superintendents, MASS, Urban Superintendents' Network, etc.). The Committee shall reimburse the Superintendent for attendance, travel, lodging, and registration expenses for out-of-state professional conferences and workshops that will benefit the Superintendent's professional growth. Such out-of-state venues will be submitted to the Committee Chair in advance for approval. Expense vouchers for such expenses will be submitted by the Superintendent and shall be signed by the Chair of the School Committee

The Superintendent may accept speaking, writing, lecturing, consulting, or other engagements of a professional nature for her own benefit, provided they do not derogate or detract from her ability to fulfill her duties and responsibilities as Superintendent. Such activities which are for the Superintendent's own benefit and which require the Superintendent's absences from New Bedford during work hours shall be undertaken only with the prior approval of the Chair.

IX. TRAVEL EXPENSES

- A. The Superintendent shall be reimbursed the amount of one thousand dollars (\$1,000.00) per Contract Year for local and in-district travel related expenses. Expense vouchers for other out-of-district travel expenses will be submitted by the Superintendent in accordance with the City of New Bedford's policies and procedures and they shall be signed by the Chair of the School Committee.
- B. The Committee shall reimburse the Superintendent for any out-of-state travel performed by her with the prior approval of the Chair of the Committee.

X. FRINGE BENEFITS

- A. **Insurance:** The Superintendent shall be entitled to all insurance benefits including but not limited to life insurance and health insurance provided to other professional employees of the New Bedford School District, subject to the terms and conditions of said coverage
- B. **Vacation:** The Superintendent shall be entitled to twenty-five (25) working days of vacation with pay per Contract Year accrued at the rate of 2.0833 days per month. The Superintendent may use vacation days prior to accruing them in the Contract Year and subject to such accrual. The Superintendent is expected to use her vacation days within the Contract Year they are accrued; vacation days shall

not carry over into a subsequent Contract Year(s). The Superintendent will notify the Chair in writing in advance of her intent to use vacation days.

- C. **Sick Leave:** The Superintendent shall carry over all accrued unused sick leave from her prior employment agreement with the Committee. The Superintendent shall accrue sick leave at the rate of 1.5 days per month for a total of eighteen (18) days per Contract Year. Such days may be used when she is incapacitated from the performance of her duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding Contract Years not to exceed one hundred fifty (150) days. The Superintendent shall not be entitled to redeem her sick leave days or participate in any employee “sick day buy-back program” upon the conclusion of her employment.

- D. **Long-term Disability Insurance:** The Committee shall reimburse the Superintendent up to one thousand dollars (\$1,000) per Contract Year for premiums paid by the Superintendent on any Long-Term Disability Insurance Policy purchased by the Superintendent insuring the Superintendent during the Contract Year.

- E. **Personal Leave:** The Superintendent shall be entitled to a total of three (3) days per Contract Year to be used for personal purposes. Such days shall be in addition to and exclusive of vacation leave as described above. The Superintendent will whenever possible notify the Chair of the Committee in advance of her intent to use these days by filing the appropriate written documentation. Personal days shall not accumulate beyond the year for which they have been granted.

- F. **Bereavement Leave:** The Superintendent shall be entitled to bereavement leave without loss of pay, leaves of absence for periods not in excess of five (5) days in the event of death in her immediate family. Immediate family shall include, husband, child, mother-in-law, father-in-law, sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, nephew or any other member of the immediate household. She may also be granted a leave of absence for periods not in excess of two (2) days in the event of the death of a non-relative.

- G. **Indemnification:** The Superintendent will be covered by the indemnification provisions of Chapter 258 of the Massachusetts General Laws.

XI. RESIDENCY

The Superintendent, as a condition of employment, shall remain a full-time resident of the City of New Bedford at all times during the term of this Contract.

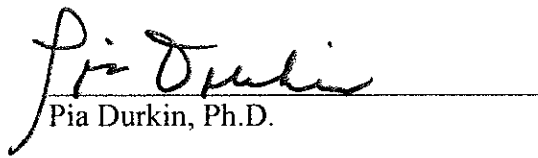
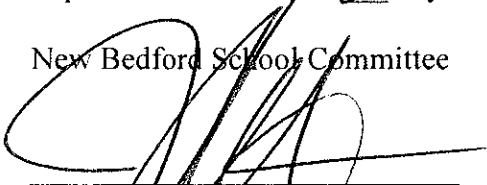
XII. ENTIRE AGREEMENT

This Contract embodies the entire agreement between the Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. This Contract may not be changed except in writing, executed by the Committee and the Superintendent. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract and a duplicate thereof on the 21st day of September, 2015.

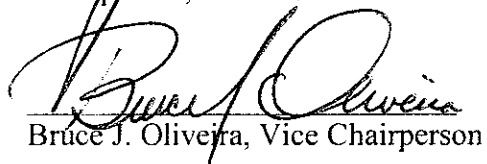
New Bedford School Committee

Superintendent of Schools

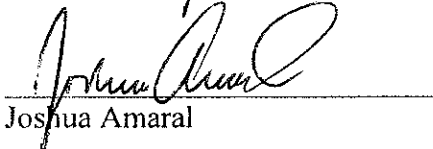


Mayor Jonathan F. Mitchell,
Chairperson, Ex-officio

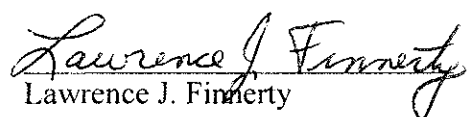
Pia Durkin, Ph.D.



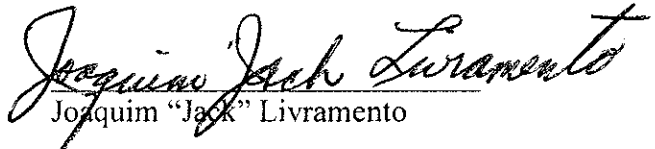
Bruce J. Oliveira, Vice Chairperson



Joshua Amaral



Lawrence J. Finnerty



Joaquim "Jack" Livramento

Joaquim "Jack" Nobrega



Marlene Pollock

