

**North Adams Public Schools**

**Employment Agreement**

THIS AGREEMENT, made as of [REDACTED] by and between the North Adams School Committee and [REDACTED] agree to this Employment Agreement ( Agreement ) and the School Committee policies regarding administrative compensation, duties, and benefit entitlements.

This Agreement will continue in full force and effect until a successor is executed by the School District and the [REDACTED]

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

1. **EMPLOYMENT:** The Committee hereby employs [REDACTED] for the School District, and she hereby accepts employment on the following terms and conditions:
2. **TERM:** The [REDACTED] shall be employed commencing on July 1, 2019 through June 30, 2022. Any extension or renewal of this contract must be mutually agreed to in writing, and shall be in accordance with the provisions of the Education Reform Act.
3. **COMPENSATION:** The [REDACTED] shall be paid an annual salary of \$92,365 effective July 1, 2019 through June 30, 2020. Effective July 1, 2020 through June 30, 2021 and July 1, 2021 through June 30, 2022 the [REDACTED] will receive the same percentage increase negotiated by the North Adams Teacher Association and in addition up to a 2% increase based on performance. This salary is payable in equal installments convenient to the parties, but not less often than once every two weeks

The salary stated herein shall not be reduced below the amount received by the [REDACTED] in the previous contract year, provided, however, that this salary may be reduced upon her demotion by the School Committee, an administrative reorganization, or a transfer to another position or assignment.

4. **DUTIES AND RESPONSIBILITIES:** The [REDACTED] shall be responsible for the direction, control, evaluation and coordination of all [REDACTED] of the district, within the framework of the Massachusetts Department of Elementary and Secondary Education, and the policies and rules of the Committee.

The [REDACTED] 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 and will expend the time and effort necessary to effectively achieve the goals and purposes of the North Adams Public Schools. Other duties may be

assigned from time to time by the Superintendent of Schools or by direction of the School Committee.

5. PROFESSIONAL ACTIVITIES: The [REDACTED] may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties.
6. ANNUAL WORK SCHEDULE: The work year of the [REDACTED] shall be twelve (12) months with twenty five (25) days annual vacation. Vacation time shall be cumulative to forty (40) days. The [REDACTED] may receive up to ten (10) days pay each year for unused vacation time.
7. INSURANCE: The Committee shall pay sixty percent (60%) of the cost of a \$10,000 life insurance plan of the type presently available to City Employees. The [REDACTED] may purchase additional term life insurance of the type presently available as provided by Chapter 32B of the General Laws of the Commonwealth. The cost of such additional insurance will be borne entirely by said [REDACTED].  
  
The [REDACTED] shall be provided with same health insurance plan options available to City of North Adams employees. The percentage contribution of the [REDACTED] will be at the same percentage split as current City of North Adams employees.
8. ANNUITY PLAN: The [REDACTED] shall be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
9. TEMPORARY LEAVE: The [REDACTED] shall have available three (3) personal days. Application for personal days shall be made at least twenty-four (24) hours before taking such leave (except in the case of an emergency). Personal days not used during the school year shall accrue as sick days and be combined with the accumulation of sick days as provided herein. In addition, temporary leave may be granted for the following reasons:
  - (1) Time necessary, at the discretion of the Superintendent, for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
  - (2) Time to participate in certain specific community activities directly related to the person's professional responsibilities or of direct and substantial benefit to the Superintendent and with his prior approval
  - (3) Time necessary for appearances in any legal proceeding connected with their employment or with the school system or as mandated by G.L. Chapter 234, Section 1B.
10. SICK LEAVE: The [REDACTED] shall have available, when illness makes attendance at work impossible, up to fifteen (15) sick leave days each year as of July 1. Sick leave may be accumulated from year to year with no maximum limit. Sick leave accumulations of record will be honored.

In addition to personal illness or injury, sick leave may be utilized for three days when emergency illness or injury in the family requires a [REDACTED] to make arrangements for necessary medical and/or nursing care, a maximum of ten (10) days per year for critical illness in the immediate family, and any other reason approved by the Superintendent.

11. BEREAVEMENT LEAVE: Up to five (5) working days, to begin within two (2) working days of death, in the event of the death of the [REDACTED] spouse, child, parent, or sibling (including step relationships). The [REDACTED] will be granted three (3) days, to begin within two (2) working days of death, in the event of the death of the [REDACTED] grandfather, grandmother, brother-in-law, sister-in-law, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law or grandchild. The [REDACTED] will be granted one (1) day, for the funeral of a niece, nephew, grandfather, or grandmother of the [REDACTED] spouse. The Superintendent of Schools has the discretion to grant a paid absence from work to the [REDACTED] in the event of the death of the [REDACTED] aunt or uncle up to a maximum of three (3) days, to begin within two (2) working days of death, and one (1) paid day to attend the funeral in the event of the death of an aunt or uncle of the [REDACTED] spouse. The Superintendent may, at his/her discretion and for good reason, permit such leave to be taken and sometime other than as specified.

12. EDUCATIONAL IMPROVEMENT: Upon presentation of evidence showing successful completion and proof of payment, the [REDACTED] shall be reimbursed fifty percent (50%) of the registration and tuition costs of courses, exclusive of correspondence courses, in the [REDACTED] area(s) of specialization at an accredited college or university which are taken with the advance approval of the Superintendent of Schools. Such approval shall not be unreasonably withheld. No payment shall be made where it has been determined that the [REDACTED] has received payment from another source.

For the attendance of workshops, seminars, conferences or other professional improvement sessions at the request and/or with recommendation of the Superintendent, the [REDACTED] shall be paid for reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by the [REDACTED]. A specific sum will be budgeted each year for this purpose.

13. PERSONAL INJURIES AND OTHER BENEFITS: If the [REDACTED] because of injury sustained in the course of and arising out of her employment, is receiving benefits under S34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Worker's Compensation Act), the Committee shall pay to such [REDACTED] each pay period so long as such [REDACTED] is receiving benefits under said S34, and has accumulated sick leave, an amount equal to the difference between the [REDACTED] regular salary at the time of such injury and the amount of indemnity being received by the [REDACTED]. The difference between the [REDACTED] salary and the amount of the weekly indemnity shall be deducted from the accumulated sick leave of the [REDACTED]. If all sick leave has been exhausted, the [REDACTED] shall

only receive pay which is provided for under S34 of Chapter 152, M.G.L. If the illness or injury of a [REDACTED] comes within the purview of both this section and the section concerning Severance Pay, it shall be deemed to come within the purview of this section, and such [REDACTED] shall not be paid any benefits pursuant to Severance Pay for such illness or injury, except as provided in the preceding paragraph.

The School Committee shall reimburse the [REDACTED] for any clothing or other personal property damaged, destroyed, or stolen while directly involved in the course of her employment.

The School Committee shall reimburse [REDACTED] for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of her employment.

The [REDACTED] shall be entitled to all benefits currently available to school system employees generally, such benefits not to reduce the benefits expressly provided herein.

14. PERFORMANCE: The [REDACTED] shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the [REDACTED] and the Superintendent of Schools in writing.
15. SEVERANCE PAY: After a minimum of fifteen (15) years of service in the North Adams Public Schools the [REDACTED] upon retirement shall be paid at a rate of \$20.00 per day for up to 299 days and for 300 or more days \$25.00 per day.
16. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the [REDACTED] for all budgeted expenses reasonably incurred in the performance of her duties under this contract. Some examples of such expenses are: costs of transportation and attendance at appropriate local, state, and national meetings and conferences and legal fees incurred as a result of any action brought against her which arises out of employment with the exception of intentional torts and criminal actions.  
  
The rate of reimbursement for the [REDACTED] travel for required school business outside city limits in her personal car shall be in accordance with rates established by the City of North Adams.
17. BENEFITS: The [REDACTED] shall be entitled to other employment benefits as outlined in the School Committee policies, which are incorporated into this Agreement by reference thereto.
18. TERMINATION: In the event that the [REDACTED] desires to terminate this contract before the term of services shall have expired, she may do so by giving at least a 90-day notice of her intention to the Committee. The District may dismiss, or suspend the [REDACTED] at any time for good cause and in accordance with the procedures contained in the Massachusetts General Laws.

19. EVALUATION: The Superintendent of Schools shall evaluate the performance of the [REDACTED] annually based upon 1) the duties and responsibilities contained in the [REDACTED] job description attached hereto; 2) as presented and called for under Massachusetts General Laws; 3) as contained in the Policies of the School Committee; 4) as contained in the policies and directives of the Superintendent; and 5) the annual goals mutually agreed upon by the [REDACTED] and Superintendent.
20. INVALIDITY: If any paragraph, section or part of this contract is invalid it shall not affect the remainder of said contract, but said remainder shall be binding and effective on all parties.
21. CERTIFICATION: The [REDACTED] shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as [REDACTED] in the Commonwealth, or a currently approved waiver.
22. RELATIONSHIP BETWEEN [REDACTED] AND SUPERINTENDENT: The [REDACTED] shall meet with the Superintendent at least once each year for the purpose of discussing with the Superintendent her job description and performance as well as the working relationship between the [REDACTED] and the Superintendent.
23. PROTECTION AND INDEMNIFICATION: In the event that a complaint, claim, or other demand is lodged against the [REDACTED] by any person, firm or entity, including the Commonwealth, because of an act or omission of the [REDACTED] which act or omission occurs in the course of and arises out of the [REDACTED] employment by the Committee, and which act or omission does not constitute willful misconduct or a criminal act, the Committee agrees that it shall indemnify and save harmless said [REDACTED] against any and all liability, loss, damages, costs, and expenses incurred by the [REDACTED] arising out of said act or omission. In such circumstances the Committee shall provide legal counsel or reimburse the [REDACTED] for reasonable legal fees incurred by her at the discretion of the Committee.
24. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.
25. ENTIRE AGREEMENT: This Agreement embodies the entire contract between the Committee and the [REDACTED] and that there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract will not be changed except by a writing signed by the party against whom enforcement thereof is sought.

This contract supersedes and takes the place of any Agreement that may have been entered into at any previous time between the North Adams School Committee and the [REDACTED]

26. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed on and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this [redacted] day of [redacted] in the year 2019.

North Adams School Committee

[redacted]  
Chairperson

[redacted]  
[redacted]

North Adams School Committee

[redacted]

North Adams School Committee

[redacted]

North Adams School Committee

[redacted]

North Adams School Committee

[redacted]

North Adams School Committee

North Adams School Committee

Approved as to form and execution this [redacted] day of [redacted], 2019.

[redacted]  
City Solicitor

[redacted]