

NORTH BROOKFIELD SCHOOL DISTRICT

Admin template

CONTRACT OF EMPLOYMENT

This contract made this 12th day of June 2018 and between the North Brookfield School Committee, hereinafter referred to as the "Committee" and Administrator, hereinafter referred to as the "Administrator."

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

- 1. Employment:** The Committee hereby agrees to employ Administrator as the Administrator of the North Brookfield School District accepts employment on the following terms and conditions:
- 2. Term:** The term of this Agreement shall be from July 1, 2018 to June 30, 2021, unless extended as hereinafter provided. Yearly evaluations will be conducted by the Superintendent based on District and School wide goals for the Academic year. Failure of the Committee to notify the Administrator that this Agreement will not be extended by April 1, 2020 shall cause this Agreement to be extended automatically for one (1) year. The Administrator will not be dismissed or demoted without good cause. Notice of sixty (60) days shall be given by either party if the contract is to be terminated. If the Administrator voluntarily leaves the employment of the North Brookfield Public School District in good standing prior to the completion of any contract year, performance pay will be provided for the percentage that the Administrator worked in that contract year.
- 3. Compensation:** The Administrator shall be paid an annual salary equal to his 2017-2018 base salary plus a percentage increase of 0-4% based on the 2017-18 performance evaluation. This amount will become the Administrator's new base salary for 2018-19 that will be payable bi-weekly thru June 30, 2019. For 2019-2020, the Administrator shall receive his 2018-19 base salary plus a percentage increase of 0-4% based on the 2018-19 performance evaluation. This amount will become the Administrator's new base salary that will be payable bi-weekly thru June 30, 2020. For 2020-2021, the Administrator shall receive his 2019-20 base salary plus a percentage increase of 0-4% based on the 2019-20 performance evaluation. The Administrator will be evaluated using the Massachusetts Educator Evaluation System. If, in any year, the Administrator obtains an over-all rating "exemplary", he will receive a 3-4% increase, at the discretion of the Superintendent. If, in any year, the Administrator obtains an over-all rating "proficient", he will receive a 2-3% increase, at the discretion of the Superintendent. If the Administrator obtains an over-all rating of "needs improvement" he will receive a 1-2% increase, at the discretion of the Superintendent. If the Administrator obtains an over-all rating of "unsatisfactory" he will receive a 0-1% increase, at the discretion of the Superintendent. The salary paid to Administrator may never decrease.

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Any adjustment of the annual salary and other benefits during the term of the contract shall be in writing and shall be in the form of an amendment or addendum to this contract. The annual evaluation of the Administrator's performance by the Superintendent shall be conducted during the period of March 1 – June 30 each contract year.

- 4. Duties:** The Administrator shall perform faithfully to the best of his ability, the duties of the Administrator of North Brookfield Public Schools under the applicable rules, regulations and laws of the Commonwealth of Massachusetts. The Administrator is expected to facilitate, provide administrative coverage, and participate fully in all student and parent activities, many of which take place beyond the school day. In addition, the Administrator shall carry out any and all duties and responsibilities assigned or expected of him by the Superintendent or pursuant to the policies, procedures, practices, or regulations of the Employer.

The Administrator shall work the number of hours necessary to perform all duties and responsibilities of his position. The Administrator will attend evening, emergency, and/or other such meetings or conferences as requested by the Superintendent including meetings of Town Boards and Committees.

- 5. Resignation:** There shall be no penalty for release or resignation by the Administrator from his contract upon 90 days notification from the Administrator, unless the Administrator and District mutually agree to a different time at which the resignation or release is to take effect.
- 6. Salary Deduction:** This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above stated compensation with reference to withholding tax, retirement and annuity provisions and other deductions authorized by the Superintendent or required by law. Deductions referred to above shall be equally deducted from each paycheck of the paycheck plan. The Administrator will be paid bi-weekly in twenty-six (26) equal payments.
- 7. Certification:** The Administrator shall furnish and maintain throughout the term of the contract a valid and appropriate certificate qualifying his to act as an Administrator in the Commonwealth, as required by M.G.L. Chapter 71, §38G
- 8. State Retirement Association:** The Administrator shall be a member of the

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Massachusetts' Teachers Retirement System as required by M.G.L. Chapter 32, §2.

9. **Other Activities:** The Administrator may accept speaking, writing, lecturing, consulting or other engagements of a professional nature and accept compensation with the approval of the Superintendent, as well as attend professional meetings, provided such activities do not derogate from his duties as Administrator.

The Administrator shall be reimbursed for the successful completion of graduate and other studies approved in advance by the Superintendent of Schools to a maximum of \$1,000 per year, said sum to include tuition, basic text, registration fees, laboratory fees, activity fees, and library fees. Evidence of successful completion will be furnished to the Superintendent of Schools in the form of a course transcript and a receipt for all charges. Said reimbursement shall be paid in full without tax deduction.

10. **Reimbursement for Expense:** The Committee shall reimburse the Administrator for all expenses reasonably incurred in the performance of his duties under this Contract, as budgeted by the Committee. Such expenses shall include, but shall not be limited to, costs of transportation mileage for job-related travel at the federal reimbursement rate (currently 0.535 per mile as of January 2018), professional and community organizations' dues and fees, dues resulting from membership in professional associations, attendance at civic and professional functions, attendance at professional conferences and meetings on a local level. The Committee will also pay for reasonable expenses associated with attendance at professional development courses, state and national conferences, provided such expenditures have the prior approval of the Committee and are subject always to available funding.

11. **Vacations, Holidays, Sick and Temporary Leave:** For the term of the contract, the Administrator will be entitled to twenty-five (25) vacation days per fiscal year. The Administrator will be eligible to carry over 5 days of vacation per year. The Administrator must submit his intention to carry over days by June 1 of the preceding year in writing to the Superintendent. If for any reason the contract is terminated prior to June 30, 2021, vacation will be prorated according to the number of days worked. Any vacation days carried over from a previous year are not eligible for redemption/payout if the Administrator leaves the employment of the District.

- The Administrator will be entitled to fifteen (15) days of sick leave per year, prorated for any partial contract year.
- Upon separation from the district, the Administrator will be compensated for unused sick time, up to a maximum of three (3) days per year of service **at a per diem rate in**

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effect for the year in which the days are redeemed. [For example, at the end of 5 years the Administrator will be compensated for 15 days of unused sick time]

- The Administrator shall be entitled to three (3) days of personal leave each year of this agreement or any extension thereof. Such days shall not accumulate from year to year.
- The Administrator shall be entitled to bereavement leave as follows:
 - **5 days:** In the event of death of spouse, son or daughter.
 - **3 days:** In the event of death of mother, father, grandparent, brother, sister, mother-in-law, father-in-law, or a relative who is a member of the immediate household.
 - **1 day:** In the event of the death of niece, nephew, aunt, uncle, godchild, brother-in law, sister-in-law, and Grandparent-in-law. Additional leave may be granted upon request of the Superintendent to the Committee.
 - The Administrator shall be entitled to all holidays and one-half days before holidays recognized by the Committee and made available to any other Committee employees including:
 - New Years
 - MLK Jr Day
 - President's Day
 - Good Friday
 - Patriot's Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day-after Thanksgiving
 - Christmas Eve Day
 - Christmas Day

12. State Standards, Goals, and Annual Plans: The Administrator shall be evaluated

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based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual Agreement in writing by the Administrator and the Superintendent.

13. School/District Goals: In addition to an evaluation using the *Principles of Effective Administrative Leadership*, the Administrator and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Administrator is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

14. Evaluation/Goals and Objectives: Prior to the start of each school year, the Administrator and the Superintendent shall mutually establish goals and objectives for the ensuing school year. These goals and objectives shall be in writing and make up part of the criteria which the Administrator is evaluated by the Superintendent.

All monitoring or observation of work performance of the Administrator will be conducted openly and with full knowledge of the Administrator. The Administrator will be given a copy of any evaluation report prepared by the Superintendent.

The Superintendent will provide a summative evaluation to the Administrator assessing the Administrator's progress toward the established goals, the 4 performance standards, and an overall summative evaluation rating using the DESE rating system ("**exemplary**", "**proficient**", "**needs improvement**", or "**unsatisfactory**").

Any evaluation report delivered by the Superintendent will be signed by the

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Administrator. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Administrator may respond to the evaluation in writing and will deliver such response to the Superintendent and a copy of the response will be attached to the evaluation and placed in the Administrator's personnel file.

In the event that the summative evaluation indicates that the performance of the Administrator is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

- 15. Prompt Notice of Concerns/Complaints:** Any criticisms, complaints, and suggestions called to the attention of the Superintendent shall be promptly and discreetly referred to the Administrator in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the School and to ensure responsiveness to the public and fairness to the Administrator. Any such matter not promptly raised may not be considered in the summative evaluation as the Administrator may not be aware of same or may not have sufficient time to take remedial action.
- 16. Insurance:** The Administrator shall be entitled to all insurance (medical and life) benefits currently available at the same percentage of employee premiums to other town employees in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws.
- 17. Entire Agreement:** This Contract embodies the entire agreement between the Committee and the Administrator and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing signed by the party against whom enforcement thereof is sought.
- 18. Invalidity:** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said agreement, but shall be binding and effective against all parties.
- 19. Arbitration:** Throughout the term hereof, the School Committee may terminate this

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Agreement and the Administrator may be subject to discharge for good cause. Any controversy of claim arising out of or relating to this Agreement, including the discharge of the Administrator and/or any compensation owing hereunder shall be Settled and determined solely and exclusively by arbitration in accordance with the Voluntary Rules of the American Arbitration Association; the decision by an Arbitrator selected pursuant to such rules shall be final and binding subject to the provisions of M.G.L, Chapter 150C. Any claim for arbitration hereunder shall be null and void unless made within thirty (30) days of the act or incident alleged as a basis for the claim or controversy. Such time limits may be extended by the mutual written agreement of the parties. "Notwithstanding anything in this Agreement to the contrary the parties hereby expressly agree that an arbitrator shall not have the power to reinstate the Administrator."

20. Indemnification: The North Brookfield School District may defend, save harmless and indemnify the Administrator as provided in M.G.L., Chapter 258 for any act or omission occurring in the performance of his duties as Administrator provided that the Administrator acted within the scope of his official duties, as described in the job description of the Administrator, and also acted in good faith. The North Brookfield School District may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Administrator. The North Brookfield School District shall provide the Administrator legal counsel and any costs for defense of any such claim or suit. This section shall survive any termination of the agreement.

**IN WITNESS WHEREOF,
SEALED THIS**

**THE PARTIES HAVE HEREUNTO SIGNED AND
AGREEMENT IN DUPLICATE ON**

THE DAY OF

NORTH BROOKFIELD SCHOOL DISTRICT

Administrator

Superintendent of Schools