

PEMBROKE SCHOOL DEPARTMENT

Superintendent of Schools

Contract of Employment

AGREEMENT made this fourteenth day of June 2016, by and between the PEMBROKE SCHOOL COMMITTEE, hereinafter referred to as the COMMITTEE, and hereinafter referred to as the SUPERINTENDENT. This agreement represents an adjusted and SUCCESSOR AGREEMENT negotiated between the COMMITTEE and _____, dated July 1, 2016-June 30, 2019, and shall take effect on July 1, 2016.

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

EMPLOYMENT: The COMMITTEE hereby employs _____ as the SUPERINTENDENT of the public schools of the town of Pembroke, and the SUPERINTENDENT hereby accepts employment as of July 1, 2016 on the following terms and conditions:

1. TERMS: The SUPERINTENDENT shall be employed for a THREE (3) year period commencing July 1, 2016 through June 30, 2019. The COMMITTEE will meet on or before March 15, 2019 for consideration of the continuation of the SUPERINTENDENT'S employment as SUPERINTENDENT of the Pembroke Public Schools. If, after these deliberations, it is the COMMITTEE'S intent to terminate the contract upon expiration of the aforementioned period of time, such notice shall be sent by registered mail, return receipt requested, to the residence of the SUPERINTENDENT at least one hundred twenty (120) days prior to the expiration date of this contract. If



June 14, 2016

PEMBROKE PUBLIC SCHOOLS
SUPERINTENDENT

such notice is not given in accordance with this paragraph, the Agreement will automatically extend for an additional fiscal year under its existing terms.

2. COMPENSATION:

- a. The SUPERINTENDENT shall be paid an annual salary commencing July 1, 2016 of \$168,000 for the 2016-2017 contract year. The annual salary for subsequent contract years shall be determined. The salary stated herein shall not be reduced below the amount received by the SUPERINTENDENT in the previous contract year. Amounts will be payable in equal installments in accordance with the policy of the COMMITTEE;
- b. The SUPERINTENDENT shall receive a tax-sheltered annuity in the amount of \$2,600.00 with a company of her choice.
- c. Each year during which this contract is in effect, the COMMITTEE and the SUPERINTENDENT shall meet at least thirty (30) days prior to April 15th for purposes of reviewing the SUPERINTENDENT'S salary and fringe benefits.

3. CONDITIONS OF EMPLOYMENT: The SUPERINTENDENT shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the Policies of the COMMITTEE regarding working conditions of the SUPERINTENDENT as contained in attachment "A" and as may be from time to time modified by the COMMITTEE and the G.L. of the Commonwealth.

4. DUTIES AND RESPONSIBILITIES: The SUPERINTENDENT shall perform faithfully, to the best of her ability, the duties of Superintendent of Schools, and shall serve as the executive officer to the COMMITTEE. The SUPERINTEDENT shall



furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts General Laws Chapter 71, Section 38G.

5. OTHER ACTIVITIES AND PROFESSIONAL DUES: The SUPERINTENDENT may accept speaking, writing, lecturing, or other engagements of a professional nature provided they do not derogate from his/her duties as SUPERINTENDENT. The Chair of the COMMITTEE will be informed of these professional engagements in advance in a timely manner.
6. ANNUAL WORK SCHEDULE: The SUPERINTENDENT shall work twelve months of the year, less paid holiday, vacations and other leaves authorized by policy or the COMMITTEE.
7. PERFORMANCE: The SUPERINTENDENT shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between SUPERINTENDENT and the Chair of the COMMITTEE writing.
8. TERMINATION, DEMOTION AND SUSPENSIONS:
 - a. In the event that the SUPERINTENDENT desires to terminate his/her contract before the term of service has expired, he/she may do so with at least one hundred twenty (120) days written notice of intent to the Chair of the COMMITTEE and the COMMITTEE accepts said resignation;
 - b. The COMMITTEE may dismiss, demote or suspend the SUPERINTENDENT for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if the SUPERINTENDENT is



eligible to elect such procedures by virtue of service for three or more full consecutive years;

- c. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question of whether such grounds were put forth in good faith.

9. EVALUATION: The COMMITTEE shall evaluate the performance of the SUPERINTENDENT annually based upon:

- a. the duties and responsibilities contained in the SUPERINTENDENT job description;
- b. as presented and called for under M.G.L., chapter 71 as amended by the Education Reform Act of 1993;
- c. as contained in the Policies of the Pembroke School Committee;
- d. the annual improvement goals mutually agreed upon by the SUPERINTENDENT and the COMMITTEE.

10. ENTIRE AGREEMENT: This contract embodies the whole agreement between the TOWN OF PEMBROKE SCHOOL DEPARTMENT and the SUPERINTENDENT 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 by the party against whom enforcement thereof is sought.



11. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provisions held to be invalid.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this 14th day of June, the year 2016.

SUPERINTENDENT

Date

Chair of the SCHOOL COMMITTEE

Date

ATTACHMENT A

1. Health Insurance: The SUPERINTENDENT shall be entitled to the same insurance (medical and hospital) benefits and options as all other employees of the Pembroke School Department; cost for individual or family membership to be shared 75/25 by the Committee and the SUPERINTENDENT.
2. Life Insurance: \$10,000 Term Life Insurance Policy; the cost of the premium to be shared 75/25 by the Committee and the SUPERINTENDENT.
3. Retirement System Membership: The SUPERINTENDENT shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L., Ch. 32, Section 2.
4. Sick Leave: The SUPERINTENDENT shall be entitled to sick leave in an amount equal to, but not in excess of, twenty (20) days of sick leave each year of this contract and any



extensions hereunder; sick leave to be earned at the rate of one and one-half (1 ½) days per months worked. The twenty (20) days annual sick leave shall become available to the SUPERINTENDENT on the first day of each work year. Unused sick leave shall be cumulative up to two hundred twenty (220) days. Both parties agree that accumulated sick leave will not be paid to the SUPERINTENDENT upon expiration of the contract or separation from the district.

5. Bereavement Leave: Up to five (5) days each time there is a death of his/her spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, niece/nephew, grandparent, or grandchild. Additional time beyond five (5) days may be granted by the Chair of the COMMITTEE. Additional time will be subtracted from accumulated sick leave.
6. Maternity/Paternity Leave: Shall be granted to the SUPERINTENDENT without pay or increment in compliance with applicable Federal and State statutes.
7. Personal Business: The SUPERINTENDENT shall receive three (3) personal days annually
8. Family Leave: In addition to the absences for personal illness or injury, the SUPERINTENDENT shall be entitled to a maximum of five (5) days leave per year, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household requires personal care by the SUPERINTENDENT.
9. Jury Duty: The SUPERINTENDENT shall be paid his/her full salary during time spent serving jury duty. If the SUPERINTENDENT receives any per diem payment from the Commonwealth for such service, said payments shall be signed over to the Committee.
10. Workmen's Compensation: The SUPERINTENDENT shall be covered by the provisions of the Massachusetts Workmen's Compensation Law.
11. Professional Development Reimbursement: The SUPERINTENDENT shall be granted \$1,800 per year for graduate level coursework aimed at improving his/her professional



competency, and/or workshops and/or conferences designed to do the same. Request for reimbursement may be submitted at the satisfactory completion (B or better for coursework) with evidence of tuition, registration, travel, and other relevant expenditures. All courses must be at the graduate level, must be from an accredited institution, and must fulfill the criteria of improving the professional competency of the SUPERINTENDENT.

12. Vacation Leave: The SUPERINTENDENT shall receive thirty (30) working days as annual vacation exclusive of legal holidays. Vacation days will accrue at a rate of two and a half (2.5) per month. The SUPERINTENDENT may use days in advance of their accrual up to thirty (30) days in any contract year. Should this contract terminate with more days borrowed than accrued, the SUPERINTENDENT will be responsible for reimbursing the district in full for time taken that has not accrued. This would be taken by payroll deduction and excess would be required by personal check prior to the final day of employment. Beginning on July 1, 2016, and in each contract year thereafter for the life of this contract, the SUPERINTENDENT may carry over no more than five (5) vacation days which must be used in that subsequent contract year. Both parties agree that accumulated vacation leave will not be paid to the SUPERINTENDENT upon expiration of the contract or separation from the district.
13. Mileage: The SUPERINTENDENT will receive an in-district annual travel allowance of \$2,500. The SUPERINTENDENT shall receive mileage reimbursement at the current IRS rate for all out-of-district travel, payable at the end of the fiscal year upon submission of appropriate documentation.
14. Education of Dependents: Dependents of the Superintendent may be permitted to enroll in the full day integrated preschool program of Pembroke Public Schools.

Children requiring service pursuant to Chapter 71B shall be admitted only if the services required by said child are available in the District at the time of his/her admission without additional expenditure of funds. This provision does not apply to placements in day or residential programs pursuant to Chapter 71B. In the event that such a student is admitted and his/her educational needs change so as to require services beyond those available at



the time of his/her admission, and/or such a residential placement, said student shall be returned to his/her district of residence.

