

**CONTRACT OF EMPLOYMENT  
BETWEEN  
THE PITTSFIELD SCHOOL COMMITTEE  
AND**



**TO SERVE AS  
SUPERINTENDENT  
FOR THE PERIOD  
JULY 1, 2019 THROUGH JUNE 30, 2025**

**Preamble**

This document (hereinafter "the Agreement" or "this Agreement") recites in full the terms and conditions under which [REDACTED] currently residing at [REDACTED] (hereinafter "Employee"), and the Pittsfield School Committee, Berkshire County, Massachusetts (hereinafter "Committee"), acting pursuant to its statutory authority under the laws of the Commonwealth of Massachusetts, do hereby agree that the Employee shall serve as an employee with the Pittsfield Public Schools in the position and for the period of time set forth below.

**Article 1. Period of Employment**

The Committee and the Employee agree that, except as otherwise set forth herein, the Employee shall serve the Pittsfield Public Schools as Superintendent for a six (6) year period, commencing July 1, 2019 and ending June 30, 2025.

**Article II. Responsibilities**

The Employee shall be responsible directly to the School Committee for the oversight of the instructional program of the Pittsfield Public Schools, as well as such other duties the Committee may require, and shall perform all the duties and shall possess all the authority now or hereafter imposed upon or granted Superintendents, or to persons holding comparable title, under the General Laws of the Commonwealth of Massachusetts, the duly adopted and enacted rules and policies of the Massachusetts Department of Elementary and Secondary Education, the Committee, or other competent elected or administrative entity, and the authority and direction of the Committee.

**Article III. Compensation**

**§ 1. The Employee shall be paid for the period July 1, 2019 through June 30, 2020 a salary of one hundred and sixty-five thousand one hundred and fifty-six dollars (\$165,156.00).**

**The Employee shall be paid for the period July 1, 2020 through June 30, 2021 a salary of one hundred and sixty-nine thousand one hundred and fifty-six dollars (\$169,156.00).**

**§ 2. Salary for July 1, 2021 through June 30, 2025**

The Pittsfield Public Schools and the Employee agree that salary increase for the school years (July 1 through June 30) commencing July 1, 2021 through June 30, 2025 shall be two percent (2%) of the Employee's annual salary. At the request of the Employee, the Pittsfield School Committee, the annual salary increases may be open for renegotiation. The parties further agree that the salary for the above contract years shall not be less than the prior contract year.

**§ 3. The salary of the Employee shall not be reduced during the term of this Agreement.**

**Article IV. Benefits**

**§ 1. To the extent permitted by federal or state law, or by ordinance or policy of the City of Pittsfield and/or the Pittsfield School Committee, the Employee shall be entitled to such benefits, including health insurance, term life insurance, and withholding for tax-sheltered annuity contributions, and all other benefits that are available to other employees of the Pittsfield Public Schools who work comparable hours and weeks per**

year. Health insurance rates and benefits for the Employee shall be whatever benefits are provided to, and whatever rates are paid by, other Pittsfield Public Schools employees, and changes therein shall not be subject to prior agreement or ratification by the Employee.

§ 2. The Employee shall receive a one hundred dollar (\$100.00) monthly communication stipend to assist in his work capacity. The Employer will also purchase a new laptop and iPad once every three years for the Employee.

§ 3. The School Committee will pay the conference fees for three (3) day Massachusetts Association of School Superintendents conference hosted in Cape Cod.

The Employee's work year shall be a full year, as defined in Article XIX, below. Except as otherwise provided herein, the Employee shall appear for work on each working day of that year, ready, willing, and able to satisfactorily meet the responsibilities and to perform the duties and tasks of his position.

#### **Article V. Work Day**

The length of the Employee's work day shall be whatever time is necessary for the Employee to perform satisfactorily the dues and responsibilities of the position identified in Article I, above, to which he has been appointed. A typical work week will be five days per week for eight hours each day, excluding any paid leave utilized throughout the week.

#### **Article VI. Performance Evaluation**

The Employee shall be annually evaluated by the School Committee by August 31 of every year. The evaluation shall comply with Massachusetts laws and regulations.

#### **Article VII. Leave**

##### **§ 1. Paid Vacation Leave**

The Employee will receive twenty-five (25) paid vacation days every year of the contract. The Employee shall have the ability to carryover fifteen (15) days per year, with a capacity limit of forty (40) vacation days. Upon separation from employment, the Employee is entitled to compensation at his per diem rate (1/225) for any unused vacation days up to the forty (40) days limit.

Upon request of the Employee and agreement of the Committee, up to ten (10) vacation days not used during the preceding year of this Agreement may be converted to cash at a per diem rate calculated by dividing the Superintendent's annual salary, as set forth in Article III §1 and § 2, above, by 225 days.

##### **§ 2. Paid Sick Leave**

The Employee will receive twenty (20) paid sick days each year of employment, with no limit on accumulation to be added to all unused accrued sick leave accumulated as an employee of the Pittsfield Public Schools. The Employee shall receive these days on July 1 of the contract year. In the event that such days are not utilized, the Employee will be compensated for the unused days according to provisions in Article XV §1 herein.

##### **§ 3. Jury Duty Leave**

The Employee shall be granted paid leave for jury duty service. The Employee shall reimburse the Pittsfield Public Schools the amount of any and all compensation that the Employee receives from any other source for his jury duty service.

##### **§ 4. Paid Personal and Bereavement Leave**

The Employee shall receive three (3) personal days annually. The Employee shall receive bereavement leave days as the Employee shall reasonably require.

#### **Article VIII. Certificate**

The Employee shall furnish to the School Committee not later than the Employee's first day of employment, and shall duly maintain throughout the term of the Agreement, a valid and appropriate certificate that

qualifies the Employee under M.G.L. c. 71 § 38G and the regulations of the Massachusetts Department of Elementary and Secondary Education promulgated thereunder to serve in the Commonwealth of Massachusetts in the position set forth in Article II, above.

#### **Article IX. Medical Examination**

The Employee agrees to submit a comprehensive medical examination, when instructed to by the Committee, to be performed by a duly licensed physician of the Employee's choice. The Employee further agrees to file a statement with the Committee from an examining physician, certifying that the Employee is physically competent to perform the duties and services required of his position. Such statement shall be treated by the Committee as confidential information. The cost of any requested examination shall be borne by the Committee, but the Employee shall utilize his health insurance.

#### **Article X. Expense Reimbursement**

##### **§ 1. Travel & Other Employment-Related Expenses**

A. For all professional travel in the service of the performance of his duties under this Agreement, the Employee shall, upon presentation of suitable documentation for payment, be entitled to reimbursement as follows:

- (1) For all travel that is not covered by the stipend payable pursuant to subsection B, below, at a mileage rate equivalent to the rate allowed by the Internal Revenue Service for the calendar year preceding the contract year, as defined in Art. XIX §1, for which the mileage reimbursement claim is made; and
- (2) For all other prior approved reasonable expenses associated with performance of the Employee's duties under this Agreement.

B. The Employee shall receive a mileage stipend of one hundred and fifty dollars and no cents (\$150.00) for each month of his rendition of services under this Agreement, the purpose of this stipend shall be to compensate the Employee for routine travel in the performance of his duties in the position cited in Article I, above.

##### **§ 2. Expenses for Professional Development**

A. The Employee shall, upon documentation of successful professional development completion, or professional affiliations and dues, be reimbursed as set forth in § 2.B, below.

B. The rate of reimbursement for these expenses shall be capped at five thousand dollars (\$5,000.00) per contract year.

C. The cost of in-service or professional development programs taken by the Employee with the prior approval of the Superintendent or designee shall be reimbursed.

##### **§ 3. Expenses for Coursework and Professional Study**

A. The Employee shall, upon documentation of successful course completion, be reimbursed as set forth in section B., below, for tuition costs and fees for all coursework taken during the term of this Agreement that may be required for Massachusetts certification or periodic recertification pursuant to Article VIII, above, or for an approved degree program offered at an accredited college or university, so long as authorization for reimbursement for such coursework has been granted in writing by the Superintendent or his designee prior to the Employee incurring any financial obligation for such costs. Approved courses under Article II, Subsection § 3.A will not be subject to the five thousand dollars (\$5,000.00) cap of section B above.

B. The rate of reimbursement for expenses incurred pursuant to this section shall be that charged per course credit hour at the institution where the course is taken in the academic semester or term in which the Employee takes the course, including fees.

#### **Article XI. Indemnification**

The Committee shall provide legal counsel in, and shall indemnify the Employee against, any and all financial loss arising from any proceeding, claim, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person, or damage to the property of any person, committed while the Employee is acting within the scope of his employment or at the direction of the Committee, in accordance with, and to the extent permitted by Massachusetts General Laws, Chapter 258, Section 9.

### **Section XII. Other Work**

During the term of this Agreement the Employee shall devote his full time, skill, labor, and attention to the discharge of his duties in the position to which he is appointed to serve under Article I, above; provided, however, that the Employee may undertake other work, with or without remuneration, as long as such activities do not interfere, in the opinion of the Committee, with the full and faithful discharge of the Employee's responsibilities and duties as specified herein.

### **Article XIII. Disability**

§ 1. If the Employee is unable to render the services required of him hereunder by reason of sickness, injury, or other disability for a period of time extending beyond the Employee's sick leave entitlement (as the same may then exist or may be extended by the Committee), then in that event the Committee shall grant the Employee a leave for an additional period of up to three (3) months as full pay.

§ 2. If, at the end of that three month period, the Employee remains disabled and unable to render the services required hereunder, then the Committee may, with written notice to the Employee, grant the Employee further leave, either with full compensation or without compensation, as the Committee may choose in its sole discretion to do, or the Committee may deem the Employee unable to perform his duties and meet his responsibilities, and terminate this Agreement. In the event of such termination, the compensation provided for herein shall be paid to the Employee for and including the month to which said extended leave has been granted.

§ 3. The Committee authorizes the Employee to purchase a disability insurance policy that shall be effective during the entire term of this Agreement. The Committee shall reimburse the Employee for the cost of the policy up to a maximum amount of four thousand two hundred and ninety dollars and twenty-four cents (\$4,290.24) in each contract year upon presentation of proof of payment.

### **Article XIV. Termination of the Agreement**

#### **§ 1. Termination by Mutual Consent**

This Agreement may be terminated by written agreement between the Committee and the Employee. Such agreement shall be effective only when signed by both parties hereto.

#### **§ 2. Termination by Resignation**

The Employee may resign his position, as stated in Article I, above, by means of a written submission to the Committee not fewer than ninety (90) calendar days in advance of the effective date of the resignation.

#### **§ 3. Termination for Incapacity or Other Good Cause**

The Employee be removed during the term of his employment as set forth herein, upon the happening of either of the following event:

A. The Employee shall be unable, by reason of sickness or other disability, to discharge the duties and responsibilities specified in this Agreement for three (3) consecutive months following the exhaustion of the Employee's accumulated sick leave entitlement or beyond the period of any extended leave granted by the Committee as authorized by Article XIII, above.

B. In accordance with the terms of the evaluation system; or

C. The Employee is determined by the Committee, based on good and competent evidence, to be guilty of (a) insubordination, (b) immoral character, (c) inefficiency, (d) incompetency, (e) neglect of duty, or (f) other good cause sufficient to justify dismissal.

**§ 4. Agreement Continues Through Failure to Notify of Non-Renewal or Non-Extension**

Except for the reasons stated in § above, the Employee shall be entitled to written notice of the Committee's intention not to renew or extend this Agreement by February 1<sup>st</sup> of that year. Except for a reason stated elsewhere in this Article, this Agreement shall terminate only through notice timely given. The Committee's failure to notify the Employee of its intention not to renew or extend this Agreement shall work as a one month extension of this Agreement for each month or portion of a month that the Committee fails to give said notice.

**Article XV. Severance Pay****§ 1. Payment for Accumulated Unused Sick Leave**

Upon termination of this Agreement for any reason except for those set forth in Article XIV § 3, above, the employee shall be entitled to severance pay. Said severance pay will be calculated by the Committee as follows: for every day of unused accumulated sick leave remaining on the effective date of the termination of this Agreement, the Committee shall pay the Employee a sum of eighty dollars and no cents (\$80.00).

**§ 2. Payment for Early Notice of Intent to Leave Position**

The Committee shall pay the employee five thousand seven hundred fifty dollars and no cents (\$5,750.00) if the Employee notifies the Superintendent in writing between July and January 1 that the Employee will, between July 1 and August 31, resign or retire as an employee of the Pittsfield Public Schools. The Employee will receive payment pursuant to this section within thirty (30) calendar days of her leaving employment in the Pittsfield Public Schools.

**Article XVI. Written Agreement**

This Agreement shall continue in full force and effect for the term expressed in Article I, above, unless otherwise terminated as set forth in Article XIV, above, or modified in writing, signed by parties here; and no modifications of this Agreement shall be deemed to have or shall be given effect unless and until reduced to writing and signed as herein required.

**Article XVII. Severability**

The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provisions hereof.

**XVIII. Headings**

Numbered headings appearing herein are intended for convenience of reference only, and are not intended to alter, vary, or otherwise affect the construction and meanings of any part of this Agreement.

**XIX. Definitions**

§ 1. Except where another meaning is expressly stated, the term "year" shall mean in this Agreement the period July 1 through June 30.

§ 2. The term "working day" shall mean in this Agreement any day of the year when the central administrative offices of the Pittsfield Public Schools are open for business.

§ 3. The term "work day" shall mean in this Agreement that portion of a working day when the Employee shall be expected to be present at work and to be performing the duties and tasks and to be meeting the responsibilities of his position.

§ 4. The term "work year" shall mean in this Agreement a total of 225 work days.

**XX. Scope of the Agreement**

All provisions of the Agreement pertains solely and without exception to the Employee's service to the Pittsfield Public Schools in the position set forth in Article I, above.

**XXI. Integration**

This Agreement represents the full and complete understanding and intent of the parties hereto and, except as may be stated expressly herein or as may be required by law, no other writing shall be considered a part of this Agreement, or as modifying or qualifying any part of this Agreement.

**Article XXII. Arbitration**

**A. Scope of Controversy**

Any and all controversies or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof, excluding claims based on state or federal anti-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of, and standards of M.G.L. c. 150C, or if M.G.L. c. 150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes.

**B. Arbitrator's Authority**

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within sixty (60) calendar days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

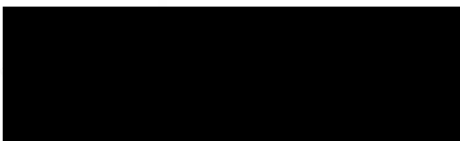
The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Employee to his position.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year set forth below.

**For the Pittsfield School Committee:**

Chair: 

Date: 12/11/19

Employee: 

Date: 12/16/19