

**CONTRACT OF EMPLOYMENT BETWEEN THE  
SOMERSET AND SOMERSET BERKLEY REGIONAL SCHOOL COMMITTEES  
AND JEFFREY A. SCHOONOVER**

This Contract of Employment ("the Contract") is made as of July 1, 2021, by and among the Somerset School Committee (hereinafter the "Somerset Committee"), the Somerset Berkley Regional School Committee (hereinafter the "Regional Committee"), (the two school Committees hereinafter collectively referred to as the "School Committees") and Jeffrey Schoonover (hereinafter the "Superintendent.")

It is the intention of the parties to this Agreement that the Committees will employ the Superintendent for the term provided herein with full responsibility for the operation of both school districts and both school districts will share all obligations of the Committees arising under this Contract.

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

**EMPLOYMENT**

The Committees hereby employ Jeffrey Schoonover as the Superintendent of Schools and the Superintendent accepts employment on all the terms and conditions provided in this Contract. This Contract shall supersede and replace any and all terms in the 2017-2021 contract.

**TERM**

The Committees agree to employ the Superintendent for a five (5) year term, commencing on July 1, 2021 and ending on June 30, 2026, upon the terms and conditions provided herein. During the term of the Contract the Superintendent will have full responsibility for the operation of both school districts and the School Committees will share the financial obligations provided for in the Agreement. The cost of this contract shall be shared by the two districts based on each district's percentage of the total student enrollment of both districts.

**RENEWAL OR EXTENSION**

At least six (6) months prior to the expiration of the Contract the Committees will vote on whether or not to enter into negotiations with the Superintendent for a new or extended contract. Failure of the Committees to vote prior to the date six (6) months prior to expiration of this Contract shall not be construed as a rollover or an extension of the Contract. In no event shall the non-renewal of the Superintendent's Contract be considered a termination of this Contract.

**COMPENSATION**

- a. **Salary:** Commencing on July 1, 2021, the Superintendent's annual salary shall be \$172,500. Annually thereafter, the Superintendent may be eligible for salary increases mutually agreed upon by the parties based upon the Superintendent's annual performance evaluation.
- b. **Vacation:** During the term of this agreement, the Superintendent shall be allowed twenty-five (25) days of vacation annually. In unusual circumstances, any unused vacation days may be carried over one year with Committees approval.
- c. **Holidays:** The Superintendent shall be entitled to all holidays observed by the School Districts.
- d. **Retirement Benefits:** The Superintendent shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts law.
- e. **Health Insurance:** The Superintendent will be eligible to participate in the health insurance plan available to all other employees of the Districts with individual or family coverage as applicable. The

districts will pay the maximum percentage permitted by Somerset Town Meeting vote which is presently 75% of premium cost.

- f. **Life Insurance:** The Superintendent will be eligible for the term life insurance plan available to the employees of the Districts, which is presently a \$4,000.00 benefit.
- g. **Sick Leave:** The Superintendent shall be entitled to an allowance of full salary for eighteen (18) days per calendar year for absences due to illness or injury. Such leave may accumulate to a maximum of ninety (90) days provided the districts provide a group short-term disability insurance policy for at least 60% of salary for an 18-month period after ninety days of illness or injury.
- h. **Tuition Reimbursement:** The Superintendent shall be entitled to tuition reimbursement up to \$3,000.00 annually for tuition, fees and books. The course must be consistent with the Superintendent's individual development plan and courses must be approved in advance by the School Committees.

#### **PERFORMANCE INCENTIVE PAYMENT**

The Superintendent shall establish annual performance goals at the commencement of each school year to be submitted to the Committees for their review and approval, pursuant to the terms of this agreement. The Committee may award a merit bonus based on performance.

#### **PROFESSIONAL ASSOCIATIONS**

The Districts will pay the annual membership fees for the Superintendent to be a member of the following organizations:

1. The American Association of School Administrators;
2. The Massachusetts Association of School Superintendents;
3. Old Colony Superintendents Association;
4. Association for Superintendent and Curriculum Development;
5. Such other professional associations may be approved by the Committees upon the request of the Superintendent.

#### **CONSULTING ACTIVITY**

The Superintendent, using vacation time, may consult for up to five (5) days per year provided that the consulting does not interfere with his performance or duties as Superintendent and is consistent with Massachusetts General Laws, Chapter 368A. The Superintendent shall notify the Committee Chairs, in writing, of the nature of such consulting.

#### **ANNUITY**

During the term of this contract the Committees pursuant to Massachusetts General Laws, Chapter 71, section 37B, annually will contribute collectively \$2,500.00 to an investment authorized under Section 403(b) of the Internal Revenue Code for the benefit of the Superintendent, provided the statutory authority remains in effect and the Superintendent chooses to retain the investment. The Superintendent may add his own contribution to the Compensation paid by the Committees.

#### **REIMBURSEMENT OF EXPENSES**

The Committees shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Contract, in accordance with the laws of Massachusetts and any policies or procedures instituted from time to time by the Committees. The Committees encourage the Superintendent to participate in professional development. The Committees must approve all out-of-state reimbursement or attendance at

out-of-state conferences prior to registration. The Superintendent shall receive a car allowance of \$2,500.00 per year in lieu of any mileage reimbursement, tolls and parking. The Superintendent is required to be available by cellular telephone. The Superintendent shall be reimbursed \$600.00 per year in total for the purchase of a cell phone and the payment of monthly charges in lieu of any other telephone reimbursement.

## **CERTIFICATION**

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid, permanent and appropriate certificate qualifying him to act as the Superintendent of Schools as required by Massachusetts General Laws, Chapter 71, §38G.

## **DUTIES**

The Superintendent shall perform in good faith and in full time, the duties and obligations of the Superintendent as provided in the job description, and other duties from time to time assigned to him by the Committees. He shall use his best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and he shall comply with all applicable laws and regulations.

The Superintendent shall serve as the Executive Officer of the Committees as provided in Massachusetts General Laws, Chapter 71, §59. The Superintendent shall report any financial irregularities to the Committees as soon as reasonably possible, including but not limited to any potential deficits.

## **MEETINGS OUTSIDE OF REGULAR BUSINESS HOURS**

The Committees and the Superintendent acknowledge that meetings of various committees, subcommittees and other groups outside of regular business hours are necessary, but can become an undue burden on the Superintendent. The Committees recognize the importance of maintaining healthy work-life balance for all staff. If the frequency of such evening meetings goes beyond an average of nine (9) meetings per month, the Committees agree to work collaboratively with the Superintendent to create a reasonable balance in frequency of such meetings.

## **TERMINATION by Superintendent**

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so if he gives at least one hundred and twenty (120) days' written notice of his intention to do so. Said notice shall be sent by registered mail to the residences of the Chairpersons of the Committees.

## **TERMINATION: Termination for Good Cause by Committee**

Where good cause exists, the Committees may discharge the Superintendent. For purposes of the contract, "good cause" shall mean any ground that is put forth by the employer in good faith, that is not arbitrary or irrelevant to the task of maintaining an efficient school system. This may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination. The Committees may discharge the Superintendent provided that, the Committees shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal, and if he so requests, he shall be given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committees at which hearing he may be represented by an attorney, at his own expense, or other representation to present evidence and to call witnesses pertaining to the basis for the decision and to his status as an employee. Upon the discharge of the Superintendent, no tribunal shall have the power to

reinstate him. The Superintendent may appeal his dismissal for good cause by filing a petition for arbitration with the American Arbitration Association.

Under no circumstances shall the arbitrator award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

Any action to discharge, suspend or otherwise act with respect to the Superintendent's employment by the Districts must be done with the mutual consent of both Committees by majority vote of each Committee.

#### **MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination once every year. A statement from the physician certifying to the physical competency of the Superintendent shall be submitted to the Chairs of the School Committees and shall be treated as confidential information. The Districts shall pay the cost of said physical examination and reports. This requirement may be waived by the Committees in their sole and absolute discretion if requested by the Superintendent. Any such waiver must be requested annually during the term of this contract.

#### **EVALUATION**

The Committees shall annually evaluate the performance of the Superintendent, in writing, in accordance with an evaluation instrument, which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Committees shall evaluate the performance of the Superintendent annually, no later than December. The Superintendent will submit, no later than March 1 of each year, his goals and objectives to the Committees for their review and approval. The Committees shall vote on the composite evaluation compiled by the Committee Chairs, and the Superintendent may attach his response, if any, thereto. The standards and process in the evaluation process shall be consistent with regulations issued by the Massachusetts Department of Elementary and Secondary Education for superintendent evaluations as revised most recently.

#### **INDEMNIFICATION**

The Committees shall indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Massachusetts General Laws, Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the Districts or Committees unless the Superintendent provides reasonable cooperation to the Districts or Committees and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Agreement.

#### **ENTIRE AGREEMENT**

This Contract embodies the entire agreement between the Committees, 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. The Contract may not be changed except in writing, executed by the School Committees, and the Superintendent. Any part of this contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed by the Parties, and attached to this Agreement. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

**INVALIDITY**

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement the \_\_\_\_ day of November, 2021.

Somerset School Committee

\_\_\_\_\_  
Jeffrey A. Schoonover  
Superintendent

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Michael McDonald, Chair

Somerset Berkley Regional School Committee

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Richard Fenstermaker, Chair