

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

[REDACTED]

CONTRACT made as of this 1st day of September, 2015 between CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT, Dalton, Massachusetts (hereinafter “the DISTRICT”), and [REDACTED] (hereinafter “the SUPERINTENDENT”).

WHEREAS, the District desires to employ [REDACTED] as its Superintendent of Schools, and [REDACTED] desires to accept such employment,

NOW, THEREFORE, the parties hereto, in consideration of mutual promises hereinafter set forth and for other good and valuable consideration, do agree as follows:

1. Term.

The DISTRICT hereby employs [REDACTED] who accepts such employment as Superintendent of Schools for the DISTRICT for a term commencing on September 1, 2015 and expiring on June 30, 2019. This contract of employment shall be extended for one fiscal year, unless a vote of the Central Berkshire Regional School Committee (hereinafter referred to as “the SCHOOL COMMITTEE”) is taken to not extend this contract and notice in writing is given to the SUPERINTENDENT notifying her of the SCHOOL COMMITTEE’s vote not to extend this contract, in which event the contract shall expire on June 30, 2019. Such notice shall be sent by certified mail, return receipt requested, to the SUPERINTENDENT’s home address or delivered to her in person at least 180 calendar days prior to June 30, 2019. If the term does not expire on June 30, 2019, this contract of employment shall be extended for successive periods of one fiscal year each June 30th, unless a vote of the SCHOOL COMMITTEE is taken not to extend this contract, and notice is sent as provided above at least 180 calendar days prior to June 30 of the then fiscal year.

2. Duties.

The SUPERINTENDENT shall perform to the best of her ability the duties of Superintendent of Schools for the District as prescribed by the Laws of the Commonwealth of Massachusetts and as from time to time assigned to her by the SCHOOL COMMITTEE, including the authority to appoint principals and other administrators and employees who are not assigned to a particular school. In addition the SUPERINTENDENT shall serve as the executive officer of the SCHOOL COMMITTEE and, if elected, shall serve, without additional compensation, as the DISTRICT’s Secretary.

3. Compensation.

3.1. The SUPERINTENDENT shall be paid an annual salary of One Hundred Forty Seven Thousand Dollars and No Cents (\$147,000.00) for the period beginning on September 1, 2015, and ending on June 30, 2016. Said salary shall be prorated due to the September 1, 2015 commencement date.

For the period beginning July 1, 2016 through June 30, 2017, contingent upon a satisfactory evaluation (as described in Section 16 of this contract) in June 2016 for the prior period whereby at least a rating of PROFICIENT is assessed by the SCHOOL COMMITTEE, the annual salary shall increase to One Hundred Fifty Thousand Seven Hundred Dollars and No Cents (\$150,700.00).

For the period beginning July 1, 2017 through June 30, 2018, contingent upon a satisfactory evaluation (as described in Section 16 of this contract) in June 2017 for the prior period whereby at least a rating of PROFICIENT is assessed by the SCHOOL COMMITTEE, the annual salary shall increase to One Hundred Fifty Four Thousand Five Hundred Dollars and No Cents (\$154,500.00).

For the period beginning July 1, 2018 through June 30, 2019 a new annual salary shall be negotiated by June 30, 2019.

In no case shall the SUPERINTENDENT's annual compensation be reduced to a lower salary than given during each of the four years described herein, and during the life of this Agreement. Any adjustment to the salary made during the term of this contract shall be by written amendment to this contract signed by both parties, and such amendment shall not extend the term of this contract or vary any provisions thereof, unless the same is specifically provided in such written amendment.

3.2 Absences for which the SUPERINTENDENT is not to be paid shall result in a salary reduction of 1/223 for each full day of absence. Salary shall be payable in equal installments consistent with the DISTRICT's policy governing payment to other professional staff members.

4. Travel.

The DISTRICT in recognition of the SUPERINTENDENT's responsibilities to travel within the District, agrees to pay to the SUPERINTENDENT the lump sum, in addition to salary, of Three Thousand Dollars (\$3,000) commencing on September 1, 2015 and each July 1st thereafter, for travel within the seven-town District. The DISTRICT will reimburse the SUPERINTENDENT up to Three Thousand Dollars (\$3000) per fiscal year for out-of-district travel, at the standard IRS mileage rate, payable upon receipt of proper documentation.

5. Work Year.

The SUPERINTENDENT is a Professional Employee of the SCHOOL COMMITTEE, and will work a fifty-two week work year, except for leaves and vacations as provided herein.

6. Vacation.

6.1 The SUPERINTENDENT shall receive twenty-five (25) days of vacation annually commencing on July 1, 2016, exclusive of holidays, prorated for less than a full fiscal year's work. Vacation is to be taken within the year in which it is earned except that a maximum of ten (10) vacation days may be carried over and taken in the next fiscal year. The SUPERINTENDENT may carryover up to thirty-five (35) vacation days accumulated and unused on August 31, 2015 from her prior employment as the

Assistant Superintendent. The SUPERINTENDENT shall advise the chair of the SCHOOL COMMITTEE prior to taking vacation.

6.2 Upon separation of employment from the district, the SUPERINTENDENT shall be reimbursed for any unused vacation of the current year, and any unused vacation carried over from the prior year, up to thirty (30) days maximum.

7. Holidays.

The SUPERINTENDENT will receive the following twelve (12) paid holidays annually:

New Year's Day	Martin Luther King Day
Presidents' Day	Patriots' Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day
Friday after Thanksgiving	Christmas day

8. Sick Leave.

The SUPERINTENDENT shall be entitled to fifteen (15) days of sick leave during each fiscal year of employment for her own personal illness commencing on July 1, 2016. The SUPERINTENDENT may carryover any unused sick days accumulated and unused on August 31, 2015 from her prior employment as the Assistant Superintendent. Up to five (5) additional days of sick leave shall be available to the SUPERINTENDENT during each fiscal year of employment solely for use in dealing with illness of her spouse, children, parents, or spouse's parents. Sick leave shall be accumulated from year to year up to an unlimited amount, although unused family illness leave shall not be cumulative, and shall not be subject to the provisions of Section 24, below. The SUPERINTENDENT may take sick leave in half-day amounts. The SUPERINTENDENT, upon request, shall receive an account of her accumulated sick leave. Upon separation from employment, the SUPERINTENDENT shall not be entitled to compensation for unused accumulated sick leave, except as specifically provided in section 24, below.

9. Temporary Leave.

The SUPERINTENDENT shall be granted temporary leaves of absence as follows:

9.1 Personal Leave: The SUPERINTENDENT shall be entitled to take up to five (5) days of paid personal leave per contract year. Personal leave is intended to enable the SUPERINTENDENT to attend to personal matters that cannot be attended to outside the regular work day; but in no case shall personal leave be used as additional vacation leave. The SUPERINTENDENT may take personal leave in half-day amounts. Unused personal leave shall not be carried over to the next contract year. Upon separation from employment, the SUPERINTENDENT shall not be entitled to compensation for unused personal leave.

9.2 Bereavement Leave. In the event of the death of the spouse, parent, sibling or child of the SUPERINTENDENT, the SUPERINTENDENT shall receive up to five (5) calendar days leave with pay. Such leave is to be used within thirty (30) days

immediately following the date of death, except when interment is delayed, any one or more of said days may be used to attend the interment and related services.

In the event of the death of the grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, uncle, aunt, niece, or nephew of the SUPERINTENDENT, the SUPERINTENDENT shall receive up to three (3) calendar days leave with pay. Such leave is to be used within thirty (30) days immediately following the date of death, except when interment is delayed, any one or more of said days may be used to attend the interment and related services. Upon the SUPERINTENDENT's request, the SCHOOL COMMITTEE's chairperson may, but need not, extend such leave up to two (2) additional days. Said two (2) days shall be taken from the SUPERINTENDENT's accumulated sick days.

9.3 Jury Duty Leave. Jury duty service performed by the SUPERINTENDENT in response to a duly issued order to appear for same issued by the courts of the Commonwealth of Massachusetts or of the United States of America will be deemed to be paid leave not chargeable to any other category of leave. Payment per diem or in another form that the SUPERINTENDENT receives from the Commonwealth or the United States for her jury service for any day when the SUPERINTENDENT must be absent from work in or on behalf of the district shall be deemed the property of the district, and shall be turned over to the district; except that payment the SUPERINTENDENT receives from the Commonwealth or the United States for mileage, parking, tolls, meals, or lodging during jury service may be retained by the SUPERINTENDENT. The SCHOOL COMMITTEE may require proof of jury service from the SUPERINTENDENT.

10. Insurance.

10.1 The SUPERINTENDENT agrees that the DISTRICT shall pay for health insurance offered by the DISTRICT at the same rate as the DISTRICT pays for its teachers.

10.2 A Cafeteria Plan under internal Revenue Code Section 125 will be offered to the SUPERINTENDENT consistent with that offered to other DISTRICT employees.

11. Life Insurance.

The DISTRICT will pay eighty-five percent (85%) of the premium cost for a Ten Thousand Dollar (\$10,000) group term insurance plan insuring the life of the SUPERINTENDENT.

12. Communication.

The SUPERINTENDENT will receive reimbursement up to \$1,500.00 per year for a data plan and/or equipment to facilitate conduct of duties from a variety of locations within and outside of the DISTRICT.

13. Annuity.

The SUPERINTENDENT will be eligible to participate in a “tax-sheltered” annuity plan permitted pursuant to G.L. c. 71, s. 37B.

14. Certificate.

The SUPERINTENDENT warrants that she has the appropriate certificate to act as Superintendent of Schools in the Commonwealth of Massachusetts and will maintain, during the terms of this contract, a valid and appropriate certificate to act as Superintendent of Schools in the Commonwealth of Massachusetts. A copy of such certificate will be furnished upon request to the School Committee.

15. Professional Development.

15.1 The DISTRICT expects the SUPERINTENDENT to continue her professional development and expects that she participate in relevant learning experiences. The SUPERINTENDENT is encouraged to join professional associations and attend appropriate professional meetings at the local, state and national level; the expenses of which for dues and attendance, itemized in a district expense form, shall be paid by the DISTRICT, within budget limitations, but in no event in an amount greater than One Thousand Five Hundred Dollars (\$1,500) per fiscal year. The SUPERINTENDENT is expected to participate in the MASC/MASS Joint Conference and MASS Executive Institute. The SUPERINTENDENT must obtain prior approval from the Committee for all other trips having an overnight stay or airline travel. Additional professional development will be available if required by grants.

15.2 The SCHOOL COMMITTEE agrees to reimburse the SUPERINTENDENT annually, while employed as SUPERINTENDENT , up to Four Thousand Four Hundred Dollars (\$4,400) to be applied towards tuition & fees at an accredited college or university for doctoral studies. The limit for disbursement of funds under this section shall not exceed Thirteen Thousand Two Hundred Dollars (\$13,200) for the term of this contract.

16. Evaluation.

16.1. The SCHOOL COMMITTEE shall evaluate the performance of the SUPERINTENDENT at least once every year during the term of her contract and reduce the same to writing. The purposes of the evaluation shall be to: (1) strengthen the working relationship between SCHOOL COMMITTEE and SUPERINTENDENT; (2) clarify for the benefit of the members of the SCHOOL COMMITTEE and the SUPERINTENDENT the responsibilities that the COMMITTEE relies on the SUPERINTENDENT to perform; (3) assess the SUPERINTENDENT’s management of district in all areas for which she is responsible; and (4) provide guidance to the SUPERINTENDENT in her future management of the district. The SUPERINTENDENT and SCHOOL COMMITTEE agree that the DESE Model Evaluation instrument shall be used as the basis for evaluation of the SUPERINTENDENT. A copy of the written evaluation shall be delivered to the SUPERINTENDENT who shall have the right to make a written response to the evaluation. Within thirty days of the delivery of the written evaluation to the SUPERINTENDENT, the SCHOOL COMMITTEE shall meet with the SUPERINTENDENT to discuss the evaluation for the purpose of negotiating the SUPERINTENDENT’s salary and discussion of goals.

16.2 In the event that the SCHOOL COMMITTEE determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall meet with the SUPERINTENDENT and thereafter it may describe in writing, in reasonable detail, the specific instances or areas of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the SCHOOL COMMITTEE deems performance to be unsatisfactory.

17. Professional Engagements and Consultative Work.

The SUPERINTENDENT may in her sound discretion undertake and accept compensation for speaking, writing, and lecturing engagements and any other engagements of a professional nature and consultative work outside the Central Berkshire Regional School District; provided, however, that none of such engagements or consultative work outside the Central Berkshire Regional School District shall derogate from her full-time duties as Superintendent of Schools of the Central Berkshire Regional Schools.

18. Termination by Superintendent.

The SUPERINTENDENT may terminate this contract at any time by giving the DISTRICT at least One Hundred Twenty (120) calendar days written notice of termination which specifies the date of termination.

19. Termination/Discipline.

The SCHOOL COMMITTEE may terminate this contract or discipline the SUPERINTENDENT for good cause. The SCHOOL COMMITTEE shall not arbitrarily or capriciously call for the SUPERINTENDENT'S dismissal. The SCHOOL COMMITTEE shall afford the SUPERINTENDENT at least 60 calendar days' written notice of its intent to terminate her employment. Said notice shall include a statement of the reason or reasons for its intended action. Those reasons shall be stated in sufficient clarity and detail to enable the SUPERINTENDENT to understand and, if she chooses, to respond to said notice. The SCHOOL COMMITTEE shall afford the SUPERINTENDENT an opportunity to be heard by the SCHOOL COMMITTEE not later than 30 calendar days before the anticipated termination on the reasons(s) cited by the SCHOOL COMMITTEE, and to present such pertinent information as the SUPERINTENDENT deems necessary. The SUPERINTENDENT may be accompanied to that hearing by counsel of her choosing, who shall be retained at the SUPERINTENDENT's own expense. The SCHOOL COMMITTEE will comply with MGL c. 30A, § 21 regarding hearings for termination.

20. Validity.

If any part of this contract is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this contract shall not be affected thereby.

21. Fitness for Duty

The SUPERINTENDENT has provided a statement from a licensed physician that there is no medical impairment of her ability to performing fully the duties of the position of SUPERINTENDENT. Such statement shall be treated as confidential information by the DISTRICT. The parties agree that at any time subsequent to

September 1, 2015, when the SCHOOL COMMITTEE has reasonable cause to believe that [REDACTED] physical ability to perform the duties of the position of SUPERINTENDENT may be impaired, she/he may require [REDACTED] to produce a fitness for duty statement from a licensed physician, or to have her fitness for duty assessed by a licensed physician of the DISTRICT's choosing. In case the latter course of action is elected the DISTRICT shall pay for said medical assessment.

22. Indemnity.

Indemnification of the SUPERINTENDENT for expenses or damages in connection with criminal or civil procedures shall be in accordance with MGL c. 258, § 9. The DISTRICT agrees that they will use all reasonable means to arrange for insurance to cover the SUPERINTENDENT for expenses or damages sustained by she by reason of an action or claim against she arising out of any other acts done by the SUPERINTENDENT while acting in such capacity or for which the SCHOOL COMMITTEE authorized in their discretion, to indemnify under MGL c. 258, § 9. Any and all indemnification provided hereunder shall survive the expiration of this Agreement, and also shall survive its termination for whatever reason.

23. Injury in the Course of Employment.

If the SUPERINTENDENT, because of injury sustained in the course of and arising out of her employment, is receiving benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workers' Compensation Act), the DISTRICT shall, if the SUPERINTENDENT so elects, pay to the SUPERINTENDENT each month so long as the SUPERINTENDENT is receiving benefits an amount equal to the difference between her salary at the time of such injury and amount of weekly indemnity being received by she under the said Chapter 152. The amount payable under this paragraph shall be the amount obtained by multiplying the number of her accumulated sick leave days by her per diem rate. The number of accumulated sick leave days available to the SUPERINTENDENT shall be reduced by an amount equal to the total sum paid to she under this paragraph divided by her per diem rate. When sick leave is totally exhausted, only worker's compensation will be paid. The SCHOOL COMMITTEE shall have the right to receive periodic medical examinations of the SUPERINTENDENT by a physician of the SCHOOL COMMITTEE'S choice to verify the continued disability.

24. Retirement.

24.1. Except as provided below, the SUPERINTENDENT shall be paid no later than Two Hundred Forty (240) calendar days following date of retirement a sum determined by multiplying one-half of her accumulated days of sick leave by her per diem rate (1/223 of the gross yearly pay) at the time of retirement, to a maximum of one-half of her annual salary at the time of retirement. Sick leave accumulated at times when the superintendent worked less than full-time shall be calculated at full-time equivalency. If the SUPERINTENDENT provides the SCHOOL COMMITTEE with at least One Hundred Twenty (120) calendar days' notice of her intent to retire, then the SCHOOL COMMITTEE shall pay the SUPERINTENDENT what is owed and due to she under this section not later than Sixty (60) calendar days after she leaves the SCHOOL COMMITTEE's employ. For purposes of this section, retirement is defined as meeting the eligibility requirements and filing to receive benefits from the Massachusetts Teachers' Retirement System, and/or retirement with the Massachusetts Teachers' Retirement System.

24.2. In the event the SUPERINTENDENT dies after retirement, but prior to payment, the sum calculated under paragraph 24.1, above, shall be paid to her estate.

24.3. In the event the SUPERINTENDENT dies while in the employ of the DISTRICT, a sum calculated as of the date of her death in accordance with the provisions of paragraph 24.1, above, shall be paid to her estate.

25. Arbitration.

25.1 Scope of Controversy – Any controversy 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 shall be settled and determined by arbitration in accordance with the 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 M.G.L. c. 150C or if c. 150C is determined to be inapplicable, then pursuant to the provisions of M.G.L. c. 251 relative to arbitration of commercial disputes.

25.2 Arbitrator’s Authority – Either party may invoke the arbitration provisions hereunder by filling 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 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 a termination action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT by:



School Committee Chair

Date





Date