



PENTUCKET REGIONAL SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT
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GROVELAND
MERRIMAC
WEST NEWBURY

Justin Bartholomew, Ed.D.
Superintendent

Brent Conway
Assistant Superintendent

Greg A. Labrecque
Business Manager

Michael A. Jarvis, Ed.D.
Director of Supplemental and Intensive Services

**SIDE LETTER TO JUSTIN BARTHOLOMEW, SUPERINTENDENT OF SCHOOLS FOR THE
PENTUCKET REGIONAL SCHOOL DISTRICT CONTRACT OF EMPLOYMENT EFFECTIVE
JULY 1, 2021- JUNE 30, 2022**

Except as expressly modified by the following, all terms and conditions contained in the contract between the Superintendent and the Pentucket Regional School Committee, effective as of July 1, 2018, shall remain in full force and effect. This side letter shall be appended to and incorporated in the above referenced contract.

Effective July 1, 2021, the Superintendent and the Pentucket Regional School Committee have agreed to the below referenced amendment to the agreement.

1. Sections 2 and 7: COMPENSATION

The salary for the Superintendent of Schools for the Pentucket Regional School District will be \$183,071.41 for FY22.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof the _____ day of _____ 2021.

A handwritten signature in black ink, appearing to be "Justin Bartholomew", written over a horizontal line.

Dr. Justin Bartholomew
Superintendent of Schools

A handwritten signature in black ink, appearing to be "Dena Trotta", written over a horizontal line.

Dena Trotta
Chairwoman of PRSD School Committee

Amended: August 11, 2020

SUPERINTENDENT – PENTUCKET REGIONAL SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

This contract is made as of the date signed by and between the Pentucket Regional School Committee (hereinafter referred to as the "Committee"), whose members act hereunder in their representative capacity only and without personal liability to themselves, and Justin B. Bartholomew (hereinafter referred to as "Superintendent" or "Bartholomew") of Merrimac, MA.

WITNESSETH:

WHEREAS, the Committee is authorized by Massachusetts General Laws Chapter 71, 41, to award a contract to a Superintendent of Schools; and,

WHEREAS, the Committee desires to employ the services of Justin B. Bartholomew as its Superintendent of Schools; and

WHEREAS, it is the desire of the Committee to describe and define the job duties and job responsibilities of the Superintendent, fix his salary, and provide for benefits and working conditions and,

WHEREAS, Dr. Bartholomew represents that he is qualified and capable of performing the duties and responsibilities of said position,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Committee and Dr. Bartholomew agree as follows:

1.0 EMPLOYMENT

The Pentucket Regional School Committee hereby employs Justin B. Bartholomew as Superintendent of the Pentucket Regional School District, and Justin B. Bartholomew hereby accepts employment commencing July 16, 2018 and terminating on June 30, 2021 subject to the following terms and conditions.

2.0 TERM

Notwithstanding the provisions of any other written or verbal agreements or understanding, the term of this Contract shall commence on July 16, 2018 and end on June 30, 2021, unless sooner terminated in accordance with the provision hereof. It is expressly understood by the Parties that this Contract contains no rollover or automatic extension language. The non-renewal of the Superintendent's contract shall not be considered a termination under Section 12 of this Agreement.

3.0 DUTIES

Justin B. Bartholomew shall serve as the Superintendent of the Pentucket Regional School District, and he shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as the Executive Officer of the Committee as provided in M.G.L.71, s. 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all the terms and conditions of the contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

4.0 WORK YEAR AND HOURS OF WORK

4.1 Work Year

The Superintendent's work year will be twelve (12) months, commencing July 1 and ending on June 30.

4.2 Hours of Work

The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time beyond the normal work day and he agrees to do so as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the School Committee, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

5.0 CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as the Superintendent for the Pentucket Regional School District as required by M.G.L.c.71, s. 38G and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary Education. The Superintendent agrees to advise the Committee Chair immediately in the event that his license is revoked, suspended, or otherwise affected in any way.

6.0 MEDICAL EXAMINATION

The Superintendent is required to submit to a medical examination once each year during the life of this Contract, the cost of which shall be borne by the District, and shall file or cause to be filed with the School Committee an appropriate physician's certification of his ability to fulfill the duties of the Superintendent's for the Pentucket Regional School District. This provision may be waived by the Committee in its sole and absolute discretion.

7.0 COMPENSATION

Effective July 16, 2018, the Superintendent's annual salary shall be One Hundred Seventy Thousand Dollars (\$170,000.00), pro-rated based upon that portion of the year actually worked. For purposes of this Contract, the contract year shall be the period commencing July 1 and ending June 30. The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

Effective on July 1, 2019, and each subsequent July 1st and upon annual satisfactory performance evaluation, the Superintendent may be eligible for a salary increase not to exceed 2.50% for that period. Prior to July 1st of the calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation. The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation that shall be done in accordance with Section 14.0 of this Contract and applicable Massachusetts regulations relative to the evaluation of school administrators, currently appearing at 603 CMR 35.00, et. seq. Said evaluation shall be completed and compensation set by the Committee prior to July 1st of each calendar year.

Any adjustment to the Superintendent's salary shall be at the sole discretion of the Committee.

The Superintendent's per diem rate shall be calculated at a rate of 1/260th of his then current salary, as set forth above.

8.0 FRINGE BENEFITS

8.1 Sick Leave

- a. The Superintendent shall be entitled to up to (15) fifteen days of sick leave during each contract year. The Superintendent may take sick leave for personal injury or illness or to care for family/household members, as needed within his accumulated sick leave, and the Committee, at its discretion, may grant additional days, upon request. Upon use of more than (5) five consecutive days sick leave in any fiscal year, the Superintendent, at the request of Committee, shall provide a physician's certification of illness. Sick leave may be accumulated up to a maximum of (125) one hundred twenty-five days. There shall be no "sick leave buyback".
- b. The Superintendent shall provide the Business Manager or his designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Business Manager may require.
- c. The School Committee may require, at any time during the term of this Contract, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written diagnosis, prognosis and/or statement of ability to return to duty by an appropriately licensed physician or other professional of the School Committee's choice.
- d. After utilization of all accrued sick leave for illness, the Superintendent may request, and the School Committee may grant, an extension of leave, paid or unpaid, upon such terms as the School Committee deems appropriate.
- e. Upon termination of this Contract or upon separation of the Superintendent from employment, except for retirement, as set forth herein, all unused sick time remaining shall be forfeited and is not subject to buy back.

- f. Upon retirement from the Pentucket Regional School District, the Superintendent may be paid out for fifteen (15) sick days at his current daily rate. Accrued sick days in excess of the fifteen (15) shall be forfeited and shall have no redemption value.

8.2 Enrollment of Eligible Dependents

Consistent with School Committee policy as voted on October 17, 2017, during the term of this contract while this policy is in effect, the Superintendent may enroll his children into the district based upon the School Committee's recommendation of seats available.

8.3 Vacation

The Superintendent shall be entitled to twenty (20) days of vacation during each year of this Contract. The time for taking said vacation shall be subject to the approval of the Chair of the School Committee. The Superintendent shall be allowed to carry-over up to five (5) days from any one contract year to the next. The maximum amount of vacation days accumulated during any one contract year shall be up to twenty-five (25) days (20 days plus a possible of 5 carry-over days). Any additional days will be forfeited. If the Superintendent resigns or retires prior to June 30th, he will receive a pro-rata share of vacation days based upon the number of months worked.

8.4 Holidays

The Superintendent shall be entitled to all holidays as observed by the Pentucket Regional School District Central Office.

8.5 Bereavement Leave:

- a. In the event of death in his immediate family, the Superintendent will be allowed up to five (5) consecutive days of bereavement leave without loss of pay commencing with the day of death. For purpose of this provision, "immediate family" shall include: parents, spouse, children, grandchildren and any relative living in his household.
- b. Up to three (3) days of leave without loss of pay shall be allowed to attend the funeral or memorial services of other members of the family.
- c. For such leave without loss of pay, advance notice must be given to the School Committee.

8.6 Personal Days:

Up to four (4) days of personal leave without loss of pay may be granted during the contract year to be used for personal affairs that cannot be conducted during non-work hours. Written request to use such days must be submitted to the School Committee at least twenty-four hours in advance. Unused personal time may not be accumulated from contract year to contract year, but shall be forfeited at the conclusion of the contract year.

8.7 Jury Duty:

In the event the Superintendent is called to serve as a juror during the term of this Contract, he will continue to receive his regular compensation; however, the Superintendent will reimburse the District for any compensation received from the Court in excess of reimbursement for expenses.

9.0 INSURANCES

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided to other employees or retired employees of the District, subject to the terms and conditions of said coverage and at the same rate as provided for said employees or retired employees. The District reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract. The Superintendent agrees to accept any such changes which are made by the District.

10.0 CONTRIBUTORY RETIREMENT PLAN

The Superintendent will be a member of the Teachers' Contributory Retirement System as required by M.G.L.c.32, s.2.

11.0 REIMBURSEMENT FOR EXPENSES

11.1 Reimbursement for Expenses

The District shall reimburse the Superintendent up to One Thousand Five Hundred Dollars (\$1,500.00) per Contract year for expenses (not including daily commuting and intra-district travel) which are preapproved by the School Committee and reasonably incurred in the performance of his duties under the terms of this Contract and are in accordance with the laws of Massachusetts and the policies and by-laws of the School Committee. Travel reimbursement including IRS approved mileage rate, parking, and tolls is included in this section. The cost of a District provided cell phone is not included but shall be paid for by the District. The reimbursable dollar amount in this section may be revisited in subsequent years within the contract duration.

11.2 Professional Development

The District recognizes the need for the Superintendent to continue his professional growth and education and encourages the Superintendent to do so. The District shall reimburse the Superintendent for those pre-approved and reasonable costs incurred by attendance at state and national conferences, seminars, workshops or other meetings which are related to the work of the Superintendent in the system or which further the professional development or training of the Superintendent, up to an annual contract year limit of Three Thousand Five Hundred Dollars (\$3,500.00). In order to be eligible for such payment, participation in such professional development activity must be approved by the School Committee prior to registration or attendance.

12. TERMINATION

12.1 Termination By the Superintendent

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least one hundred twenty days (120) notice of his intention to the Committee by registered mail, return receipt requested.

12.2 Termination by the Committee

- a. The Committee, through a majority vote of the entire Committee, may terminate the agreement before the term thereof shall have expired for inefficiency, incapacity, conduct unbecoming a Superintendent, insubordination, or other good cause, provided the Superintendent has been informed of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken.
- b. Said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel, at his own expense, at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.
- c. Upon discharge, the Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the award may include back pay damages for the balance of the contract term after the discharge and shall not include reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. Should the Superintendent prevail, the arbitrator shall order the School Committee to pay the full amount of the arbitrator's fees and expenses. Should the arbitrator conclude that the School Committee did not breach the terms of the Contract in effecting the challenged discharge, the parties shall share the arbitrator's costs equally.
- d. The Committee, through a majority vote of the entire Committee, may place the Superintendent on paid leave.

13.0 ABILITY TO CONSULT

The Superintendent, using vacation time, may consult for up to five (5) days per contract year provided that said consulting does not interfere with his performance of duties as Superintendent and is consistent with M.G.L.c.268A. Prior to engaging in such consultation the Superintendent shall notify the Committee Chair, in writing, of the nature of such consulting.

14.0 EVALUATION

Prior to the start of the school year, the School Committee will present to the Superintendent the School Committee goals for the upcoming academic year. The Superintendent will subsequently present to the School Committee his goals no later than October 15th.

The Committee shall annually evaluate the performance of the Superintendent in accordance with applicable Massachusetts regulations relative to the evaluation of school administrators, currently appearing at 603 CMR 35.00 et.seq., using the Standards and Indicators of Effective Superintendent Leadership developed by the Massachusetts Department of Elementary and Secondary Education.

The Committee will publicly discuss and review the Superintendent's job performance with him once annually, completed no later than May 1st each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written majority report prepared by the School Committee Chairperson, and/or his designee, which shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon his request, copies of the individual Committee members evaluations prior to the review of his evaluation at the Committee meeting. Written statements from individual members shall be considered public records and shall be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said majority report.

15.0 STATE ETHICS LAWS

The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities.

16.0 CRIMINAL BACKGROUND CHECKS

Prior to the commencement of the contract term, the Superintendent shall authorize and the Business Office shall perform a so-called CORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L.c.71, s. 38R. The Superintendent shall remain subject to such CORI and fingerprint criminal background checks throughout the term of this Contract as may be required by law or School Committee policy. To the extent that the School Committee becomes aware of any information revealed by the CORI and/or fingerprint criminal background check, which in their sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Contract will become null and void with no further obligations or recourse to the parties.

17.0 INDEMNIFICATION

The Committee 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 M.G.L.c.258. Notwithstanding any other language or provisions in this agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Superintendent provides reasonable cooperation to the District or Committee 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 the agreement.

18.0 ENTIRE AGREEMENT

The Contract embodies the entire agreement between the Committee and the Superintendent, and there are no inducement, 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 Committee 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 Contract. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.


19.0 WARRANTY OF CREDENTIALS


The Superintendent warrants the validity of the credentials and experience proffered to the Committee, including but not limited to his application for employment and/or resume, and material misrepresentations therein shall constitute good cause for the termination of his employment pursuant to this Agreement.

20.0 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 and a duplicate thereof.


Justin B. Bartholomew/Date


Chairperson of the PRSDSC/Date