

SOMERSET PUBLIC SCHOOLS and SOMERSET BERKLEY REGIONAL SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

DIRECTOR OF CURRICULUM AND ASSESSMENT

This Agreement is made as of July 1, 2021, by and between Jeffrey Schoonover, hereinafter referred to as "Superintendent," acting on behalf of the Somerset Public Schools and the Somerset Berkley Regional School District and Elizabeth Haskell, hereinafter referred to as the "Director of Curriculum."

It is the intention of the parties to this Agreement that the Superintendent will employ the Director of Curriculum for the term provided herein.

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

EMPLOYMENT

The Superintendent hereby employs Elizabeth Haskell as the Director of Curriculum and the Director of Curriculum accepts employment on all the terms and conditions provided in this Contract.

TERM

Three (3) years. The Superintendent agrees to employ the Director of Curriculum from July 1, 2021 through June 30, 2024, unless sooner terminated as hereinafter provided.

COMPENSATION

- a. **Salary:** The Director of Curriculum shall be paid the following annual salary:
 - July 1, 2021 – June 30, 2022 - \$119,883
 - July 1, 2022 – June 30, 2023 - \$123,479
 - July 1, 2023 – June 30, 2024 - \$127,183
- b. **Renewal or Extension:** By December 1 of the year prior to the expiration of the Contract the Superintendent will determine whether or not to renew or extend the existing agreement. Failure of the Superintendent to enter into an agreement with the Director of Curriculum by December 1 of the year prior to the expiration of this Contract shall not be construed as a rollover or an automatic extension of the Contract. In no event shall the non-renewal of the Director of Curriculum's Contract be considered a termination of this contract.
- c. **Direct Deposit:** The Director of Curriculum must have their biweekly paycheck deposited to at least one (1) financial institution of their choice.
- d. **Vacation:** The Director of Curriculum shall be allowed thirty (30) days of vacation per year during the three years of this Agreement. Any vacation shall be taken at the reasonable and mutual convenience of the School Districts and the Director of Curriculum without negatively impacting the efficient operation of the School Districts.
- e. **Holidays:** The Director of Curriculum shall be entitled to all holidays observed by the School Districts.
- f. **Personal Leave:** The Director of Curriculum shall be entitled to three (3) personal days per fiscal year. Personal leave will be prorated for any partial year worked, and any unused personal time shall be forfeited if not used.
- g. **Retirement Benefits:** The Director of Curriculum shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts law.

- h. **Health Insurance:** The Director of Curriculum 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.
- i. **Life Insurance:** The Director of Curriculum will be eligible for the term life insurance plan available to the employees of the Districts, which is presently a \$4,000 benefit.
- j. **Sick Leave:** The Director of Curriculum shall accrue sick leave in an amount equal to one and one-half (1.5) days per month worked for each year of this Contract and any extension hereunder. Such sick leave may accumulate to a maximum of ninety days (90) provided the Districts provide a group short-term disability life insurance policy for at least 60% of salary for an 18-month period after ninety days of illness or injury. Subject to the approval of the administrator's bargaining unit the Director of Curriculum shall be permitted to participate in the sick leave bank established for administrators with the School Districts.
- k. **Bereavement Leave:** The Director of Curriculum shall be entitled to five (5) consecutive days with pay at any one time in the event of the death of a parent, stepparent, child, spouse, son- or daughter-in-law, grandchild, sibling or other member of the immediate family. The Director of Curriculum shall be entitled to up to three (3) consecutive days without loss of pay at any one time in the event of the death of one's grandparent, brother- or sister-in-law, uncle, aunt, niece or nephew unless said relative is a member of the immediate household, in which event the Director of Curriculum will be entitled to a foresaid five (5) consecutive days. The notice of leave and the anticipated length of such leave shall be provided to the Superintendent as soon as possible. Leave of up to one day to attend the services of a relative not listed above or a close friend will be allowed with notice to the Superintendent or designee.
- l. **Other Leave:** Other leaves of absence without pay and benefits may be granted by the Superintendent.
- m. **Tuition Aid:** The Director of Curriculum shall be reimbursed up to two thousand five hundred dollars (\$2,500) annually for graduate coursework.
- n. **Professional Conferences:** The Director of Curriculum shall be reimbursed for registration fees and reasonable expenses incurred related to attendance at appropriate professional meetings and conferences, all upon the approval of the Superintendent. The parties agree that the Director of Curriculum will be eligible to attend one out-of-state national conference annually for the term of this Agreement.

REIMBURSEMENT OF EXPENSES/MEMBERSHIPS/CAR AND PHONE ALLOWANCE

The Committees will pay the annual membership fees for the Director of Curriculum to be a member of the following organizations:

- Association of Supervision and Curriculum Development (ASCD)
- Massachusetts Association of Supervision and Curriculum Development (MASCD)
- International Society of Technology in Education (ISTE)
- Learning Forward
- Massachusetts Computer Using Educators (MassCUE)
- Such other professional associations as may be approved by the Superintendent upon the request of the Director of Curriculum

The Director of Curriculum shall receive an annual car allowance of \$1,200 (\$100 per month) in lieu of any mileage reimbursement, tolls and parking.

The Director of Curriculum shall be reimbursed \$600 per year (\$50 per month) in total for the purchase of a cell phone and the payment of monthly charges in lieu of any other telephone reimbursement.

CERTIFICATION

The Director of Curriculum shall maintain within the terms of this contract a valid and appropriate Commonwealth of Massachusetts professional education certificate as Superintendent, Principal or Supervisor.

DUTIES

The Director of Curriculum shall perform in good faith and in full time, the duties and obligations of the Director of Curriculum as provided in the job description, and other duties from time to time assigned to her by the Superintendent and she shall comply with all applicable laws and regulations.

TERMINATION

This Agreement will automatically terminate on June 30, 2024 unless the parties agree in writing to extend it as noted under Renewal or Extension. During the term of the Agreement, either party may terminate the Agreement by giving written notice to the other party sixty (60) calendar days in advance of the termination date. The 60-day notice provision shall not apply if the termination is based on misconduct.

EVALUATION

The Superintendent and Director of Curriculum agree that performance standards for evaluation of the Director of Curriculum shall be measured, based upon the new Department of Elementary & Secondary Education (DESE) Educator Evaluation adopted by the Board of Education of the Commonwealth of Massachusetts. Descriptions in the Board of Education document may be used as part of that evaluation. The Director of Curriculum and the Superintendent will meet annually to review the Director of Curriculum's performance.

INDEMNIFICATION

The Districts shall indemnify the Director of Curriculum when she is acting within the scope of her 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 unless the Director of Curriculum provides reasonable cooperation to the Districts and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Director of Curriculum. The Districts shall not pay for legal fees incurred as a result of personal misconduct or negligence.

LEGAL FEES

The Districts shall pay for legal fees incurred as a result of any action brought against the Director of Curriculum which arises out of her employment under this contract but shall not pay for legal fees incurred as a result of personal misconduct or negligence.

ENTIRE AGREEMENT

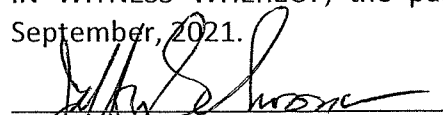
The Contract embodies the entire agreement between the Superintendent and the Director of Curriculum, and there are no inducements, promises, terms, conditions or other obligations made or entered into by

either party other than those contained herein. The Contract may not be changed except in writing, executed by the 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 13th day of September, 2021.



Jeffrey A. Schoonover
Superintendent



Elizabeth A. Haskell
Director of Curriculum