

# Berkley Public Schools

## Contract of Employment

This agreement, effective **July 1, 2019** is made by and between the Berkley School Department, hereinafter referred to as "Superintendent" and xxxx , hereinafter referred to as "Administrator."

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

1. **Term:** Four (4) years. This Agreement shall take effect on **July 1, 2019**, and shall continue in effect to and including **June 30, 2023**, unless sooner terminated as hereinafter provided.
2. **Termination:** This Agreement will automatically terminate on June 30, 2023 unless the parties agree in writing to extend it. During the term of the Agreement, either party may terminate the Agreement by giving written notice to the other 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.
3. **Duties:** The Administrator shall perform all duties set forth in the job description for the position. The job description may be amended by the School Committee.
4. **Certification:** The Administrator shall furnish and maintain throughout the term of the Agreement a valid and appropriate Commonwealth of Massachusetts professional education certificate as xxxxx.
5. **Benefits:** The Administrator shall be entitled to all insurance benefits currently available to "teaching personnel" as well as benefits listed below:

### Bereavement Leave:

Five (5) consecutive days with pay at any one time in the event of the death of a parent, child, spouse, son- or daughter-in-law, father- or mother-in-law, grandchild, sibling or other member of the immediate family.

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 teacher 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 his designee.

Personal Leave:

Entitled to five (5) days absence for personal legal business, household or family matters which require absence during school hours.

Other Leave:

Other leaves of absence without pay and benefits may be granted by the School Committee.

6. **Severance Pay:** All sick leave days above one hundred eighty (180) shall be recorded in an above-maximum account. Upon retirement with twenty (20) years of service in the district, the Administrator shall be paid a maximum of five thousand dollars (\$5,000) for the days in the above maximum account on the following scale:

1- 40 days	30% of per diem rate (up to \$5,000)
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7. **Service Compensation:** The Administrator with at least ten (10) years service in the Berkley School System will be entitled to a one time service compensation payment of seven hundred dollars (\$700) per year for three consecutive years of service. To receive this payment, Administrator must notify the Superintendent in writing no later than January 15 preceding the school year during which they intend for this payment to begin.
8. **Sick Leave:** The Administrator shall be entitled to sick leave in the amount equal to, but not in excess of, eighteen (18) days of sick leave for each year of employment in Berkley. Sick leave may be accumulated to a maximum of 220 days.

An administrator who has served twenty (20) years in the Berkley School System shall, upon retirement, receive severance pay based upon her unused sick leave under the following conditions:

Administrator who has accumulated one hundred thirty (130) sick leave days at the end of the preceding school year shall be able to accrue sick leave days above the maximum of one hundred thirty (130) at the rate of fifteen (15) per year.

The aforementioned days above one hundred thirty (130) will be recorded and identified as "Administrator's Above Maximum Account of Sick Leave Days."

Upon retirement, as described above, administrator will receive a percentage of her daily rate of pay at the time of retirement (annual rate divided by number of work days indicated in the "year" for each day in the " Administrator's Above Maximum Account," according to the following scale:

Number of Days	Percentage
1 to 50	75%
51 to 100	50%
101 to 130	25%

The maximum amount payable shall be five thousand two-hundred fifty dollars (\$5,250). It is understood and agreed that any sick leave days normally used will be deducted from "Administrator's Above Maximum Account" before any days are deducted from her first one hundred thirty (130) days of accumulated sick leave days.

9. **Tuition Aid:** The Administrator shall be reimbursed up to two thousand five hundred dollars (\$2,500) for tuition paid for courses approved by the Superintendent of Schools at accredited universities, colleges, or professional training schools provided said courses are successfully completed. There will be no reimbursement under this section for course(s) taken in the summer unless the Administrator taking said course(s) shall return to duties in Berkley following completion of said course(s).
10. **Work Year:** The required work year is two hundred and nineteen (219) days, which includes the regular school year of one hundred eighty-three (183) days and the annual schedule of thirty-six (36) days to be approved by the Superintendent of Schools, totaling 219 days.
11. **Evaluation:** The Superintendent and the Administrator agree that performance standards for evaluation of the Administrator 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 Administrator and the Superintendent will meet annually to review the Administrator's performance.
12. **Reimbursement for Expenses/Membership:** The School Committee shall pay the full cost of dues for the Administrator to maintain professional association memberships in relevant local, regional, state, and national professional organizations, as permitted by state law and as approved by the Superintendent and the School Committee in the annual budget.

The School Committee shall reimburse the Administrator for all verified expenses approved in advance by the Superintendent reasonably incurred in the performance of her duties under this Agreement. Such expenses shall include but shall not be limited to the costs of transportation and attendance at appropriate local, state meetings and conferences. In no event shall the total of all reimbursed expenses exceed those budgeted by the School Committee. Mileage shall be reimbursed at the official school district rate.

13. **Legal Fees:** The School Committee shall pay for legal fees incurred as a result of any action brought against the Administrator 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.
14. **Other Agreements:** This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations including the execution and delivery hereof, except such representatives as are specifically set forth herein, and each of the parties hereto acknowledge that he or she has relied on his or her own judgement in entering into this agreement.
15. **Modification of Agreement:** No addition to, alteration of, modification to, or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Superintendent and the employee.
16. **Severability:** If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- 17a. **Compensation:**  
Salary 2019/20 \$107,373 (2%)  
Salary 2020/21 \$109,520 (2%)  
Salary 2021/22 \$111,711 (2%)  
Salary 2022/23 \$113,945 (2%)
- 17b. The Administrator will receive an annual stipend for writing and monitoring grants associated with xxxx and/or other federal and/or state grants, serving as the xxx .....

Stipend 2019/20	\$5,500
Stipend 2020/21	\$5,500
Stipend 2021/22	\$5,500
Stipend 2022/23	\$5,500

Any part of this Agreement may be amended by mutual agreement of the Superintendent and the Administrator.

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Superintendent Date

\_\_\_\_\_  
Administrator Date