

**North Adams Public Schools
Superintendent of Schools
Administrative Letter of Employment**

THIS AGREEMENT, made as of July 1, 2019, by and between the North Adams School Committee and _____ (hereinafter referred to as "Superintendent") agree to this Letter of Employment and the School Committee policies regarding administrative compensation, duties, and benefit entitlements.

This agreement will continue in full force and effect until a successor is executed by the School District and the Superintendent.

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

1. EMPLOYMENT: The Committee hereby employs _____ Superintendent for the School District, and she hereby accepts employment on the following terms and conditions:
2. TERM: The Superintendent shall be employed commencing on July 1, 2019 and terminating on June 30, 2022. Any extension or renewal of this contract shall be in accordance with the provisions of the Education Reform Act.
3. COMPENSATION: The Superintendent shall be paid an annual salary of \$141,166 effective July 1, 2019 through June 30, 2020; the salary for the second contract year (July 1, 2020-June 30, 2021) shall be up to \$143,283, subject to negotiation based on the annual performance evaluation; and the salary for the third year (July 1, 2021-June 30, 2022) shall be up to \$145,433 subject to negotiation based on the annual performance evaluation. Compensation shall be payable in equal installments convenient to the parties, but not less often than once every two weeks

The salary stated herein shall not be reduced below the amount received by the Superintendent in the previous contract year, provided, however, that this salary may be reduced upon her demotion by the School Committee, an administrative reorganization, or a transfer to another position or assignment.

4. DUTIES AND RESPONSIBILITIES: The Superintendent shall perform faithfully, to the best of her ability, the duties of Superintendent, and other duties as may be assigned from time to time with the procedures contained in the Massachusetts General Laws by direction of the School Committee.

The Superintendent recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of her position and will expend the time and effort necessary to effectively achieve the goals and purposes of the North Adams Public Schools. Other duties may be assigned from time to time by the direction of the School Committee.

5. PROFESSIONAL ACTIVITIES: The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties.
6. ANNUAL WORK SCHEDULE: The work year of the Superintendent shall be twelve (12) months with twenty five (25) days annual vacation. Vacation time shall be cumulative to thirty-five (35) days. The Superintendent may receive up to ten (10) days' pay each year for unused vacation time.
7. INSURANCE: The Committee shall pay sixty percent (60%) of the cost of a \$10,000 life insurance plan of the type presently available to the Superintendent. The Superintendent may purchase additional term life insurance of the type presently available as provided by Chapter 32B of the General Laws of the Commonwealth. The cost of such additional insurance will be borne entirely by said Superintendent.

The Superintendent shall be provided with same health insurance plan options available to City of North Adams employees. The percentage contribution of the Superintendent will be at the same percentage split as current City of North Adams employees.

8. ANNUITY PLAN: The Superintendent shall be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370.

In recognition that it is anticipated the Superintendent will not reach the minimum number of years upon retirement to be eligible for severance, the Committee shall, pursuant to MGL c71 s37b, contribute as pre-tax dollars \$4,000 each calendar year of the contract thereafter to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of the Superintendent provided that the statutory authority remains in effect and the Superintendent chooses to retain the investment.

9. TEMPORARY LEAVE: The Superintendent shall have available three (3) personal days. Application for personal days shall be made at least twenty-four (24) hours before taking such leave (except in the case of an emergency). Personal days not used during the school year shall accrue as sick days and be combined with the accumulation of sick days as provided herein. In addition, temporary leave may be granted for the following reasons:

- (1) Time necessary for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- (2) Time to participate in certain specific community activities directly related to the person's professional responsibilities or of direct and substantial benefit to the School District.
- (3) Time necessary for appearances in any legal proceeding connected with their employment or with the school system or as mandated by G.L. Chapter 234, Section 1B.

10. SICK LEAVE: The Superintendent shall have available, when illness makes attendance at work impossible, up to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not she reports for duty on that day, provided the School Committee has been advised of said bona-fide illness. Sick leave may be accumulated from year to year with no maximum limit. Sick leave accumulations of record will be honored.

In addition to personal illness or injury, sick leave may be utilized for three (3) days when emergency illness or injury in the family requires the Superintendent to make arrangements for necessary medical and/or nursing care, a maximum of ten (10) days per year for critical illness in the immediate family, and any other reason approved by the School Committee.

11. BEREAVEMENT LEAVE: Up to five (5) working days, to begin within two (2) working days of death, in the event of the death of a Superintendent's spouse, child, parent, or sibling (including step relationships). The Superintendent will be granted three (3) days, to begin within two (2) working days of death, in the event of the death of the Superintendent's grandfather, grandmother, brother-in-law, sister-in-law, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law or grandchild. The Superintendent will be granted one (1) day, for the funeral of a niece, nephew, grandfather, or grandmother of the Superintendent's spouse. The School Committee has the discretion to grant a paid absence from work to the Superintendent in the event of the death of the Superintendent's aunt or uncle up to a maximum of three (3) days, to begin within two (2) working days of death, and one (1) paid day to attend the funeral in the event of the death of an aunt or uncle of the Superintendent's spouse. The School Committee at its discretion and for good reason may permit such leave to be taken at some time other than as specified.

12. EDUCATIONAL IMPROVEMENT: Upon presentation of evidence showing successful completion and proof of payment, the Superintendent shall be reimbursed fifty percent (50%) of the registration and tuition costs of courses, exclusive of correspondence courses, in the Superintendent's area(s) of specialization at an accredited college or university which are taken with the advance approval of the School Committee. Such approval shall not be unreasonably withheld. No payment shall be made where it has been determined that the Superintendent has received payment from another source.

For the attendance of workshops, seminars, conferences or other professional improvement sessions at the request and/or with recommendation of the School Committee, the Superintendent shall be paid for reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by the Superintendent. A specific sum will be budgeted each year for this purpose.

13. IN DISTRICT TRAVEL: There will be an annual reimbursement of \$1,500 for mileage. At the end of each contract year the Superintendent may elect to present to the School Committee documentation relating to travel while on school business. If the Superintendent satisfactorily demonstrates that she has incurred mileage expenses exceeding the \$1,500 reimbursement amount, based upon the IRS reimbursement rate, the Committees shall reimburse the Superintendent for such excess mileage expenses.

14. PERSONAL INJURIES AND OTHER BENEFITS: If the Superintendent, because of injury sustained in the course of and arising out of her employment, is receiving benefits under S34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Worker's Compensation Act), the Committee shall pay to such Superintendent each pay period so long as such Superintendent is receiving benefits under said S34, and has accumulated sick leave, an amount equal to the difference between the Superintendent's regular salary at the time of such injury and the amount of indemnity being received by the Superintendent. The difference between the Superintendent's salary and the amount of the weekly indemnity shall be deducted from the accumulated sick leave of the Superintendent. If all sick leave has been exhausted, the Superintendent shall only receive pay which is provided for under S34 of Chapter 152, M.G.L. If the illness or injury of a Superintendent comes within the purview of both this section and the section concerning Severance Pay, it shall be deemed to come within the purview of this section, and such Superintendent shall not be paid any benefits pursuant to Severance Pay for such illness or injury, except as provided in the preceding paragraph.

The School Committee shall reimburse the Superintendent for any clothing or other personal property damaged, destroyed, or stolen while directly involved in the course of her employment.

The School Committee shall reimburse Superintendent for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of her employment.

The Superintendent shall be entitled to all benefits currently available to school system employees generally, such benefits not to reduce the benefits expressly provided herein.

15. PERFORMANCE: The Superintendent shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the Superintendent and the School Committee in writing.
16. SEVERANCE PAY: After a minimum of fifteen (15) years of service in the North Adams Public Schools the Superintendent upon retirement shall be paid at a rate of \$20.00 per day for up to 299 days and for 300 or more days \$25.00 per day.
17. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Superintendent for all budgeted expenses reasonably incurred in the performance of her duties under this contract. Some examples of such expenses are: costs of transportation and attendance at appropriate local, state, and national meetings and conferences.
- The rate of reimbursement for the Superintendent's travel for required school business outside city limits in her personal car shall be in accordance with rates established by the City of North Adams.
18. PROFESSIONAL ORGANIZATIONS: The Committee agrees to pay for annual membership fees of the Superintendent to participate in professional organizations including the American Association of Administrators, The Massachusetts Association of School Superintendents, and the Berkshire County Superintendents Roundtable.

19. PROFESSIONAL CONFERENCES: The Committee agrees to reimburse the Superintendent for fees, travel, and lodging associated with attendance at professional conferences, up to a maximum of six thousand dollars (\$6,000) annually. The Committee will allow the Superintendent to use these funds to pay for conference attendance by other members of the administrative staff.
20. BENEFITS: The Superintendent shall be entitled to other employment benefits as outlined in the School Committee policies, which are incorporated into this Agreement by reference thereto.
21. TERMINATION: In the event that said Superintendent desires to terminate this contract before the term of services shall have expired, she may do so by giving at least a 90-day notice of her intention to the Committee. The Committee shall give at least a 90-day notice of its intention not to renew this contract. The School Committee may dismiss, or suspend the Superintendent at anytime for good cause and in accordance with the procedures contained in the Massachusetts General Laws.
22. EVALUATION: The School Committee shall evaluate the Superintendent in accordance with M.G.L. Chapter 71 Section 38, Department of Elementary and Secondary Education (DESE) regulations, and the model superintendent evaluation instrument. School Committee meetings regarding their evaluation of the Superintendent shall be held in open session in accordance with the provisions of Massachusetts General Laws chapter 30A, Sections §§ 18-25.
23. INVALIDITY: If any paragraph, section or part of this contract is invalid it shall not affect the remainder of said contract, but said remainder shall be binding and effective on all parties.
24. CERTIFICATION: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as Superintendent in the Commonwealth.
25. RELATIONSHIP BETWEEN SUPERINTENDENT AND SCHOOL COMMITTEE
The Superintendent shall meet with the School Committee at least once each year for the purpose of discussing with the School Committee her job description and performance as well as the working relationship between the Superintendent and the School Committee.
26. PROTECTION AND INDEMNIFICATION: In the event that a complaint, claim, or other demand is lodged against the Superintendent by any person, firm or entity, including the Commonwealth, because of an act or omission of the Superintendent, which act or omission occurs in the course of and arises out of the Superintendent's employment by the Committee, and which act or omission does not constitute willful misconduct or a criminal act, the Committee agrees that it shall indemnify and save harmless said Superintendent against any and all liability, loss, damages, costs, and expenses incurred by the Superintendent arising out of said act or omission. In such circumstances the Committee shall provide legal counsel or reimburse the Superintendent for reasonable legal fees incurred by her at the discretion of the Committee.

27. ENTIRE AGREEMENT: This contract embodies the entire contract between the Committee and the Superintendent and that there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract will not be changed except by a writing signed by the party against whom enforcement thereof is sought.

28. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this 4TH day of JUNE in the year 2019.

North Adams School Committee

Chairperson

Superintendent

North Adams School Committee

North Adams School Committee

North Adams School Committee

North Adams School Committee

North Adams School Committee

North Adams School Committee

Approved as to form and execution this 8th day of August, 2019.

City Solicitor