

EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE BROOKLINE SCHOOL COMMITTEE  
AND  
[REDACTED]

This Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the Brookline School Committee (hereinafter referred to as "the Committee") and [REDACTED] (hereinafter referred to as "the Superintendent" or [REDACTED]). This AGREEMENT will be effective as of July 1, 2023 and as of July 1, 2023 shall supersede all prior agreements between the parties. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to continue to employ [REDACTED] as Superintendent of the Brookline Public Schools, and [REDACTED] accepts such continued employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: [REDACTED] shall be employed as the Superintendent of the Brookline Public Schools for a six (6) year period, from July 1, 2023 through June 30, 2029, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than October 30, 2028, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2029. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2029. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire, and the Superintendent's employment will end on June 30, 2029.

3. COMPENSATION:

3.1 Contract Year Salary: The Superintendent will be paid in accordance with the following schedule:

<u>Contract Year</u>	<u>Contract Year Salary</u>
July 1, 2023 – June 30, 2024	\$256,000.
July 1, 2024 – June 30, 2025	\$263,000.
July 1, 2025 – June 30, 2026	\$270,000.
July 1, 2026 – June 30, 2027	\$278,000.
July 1, 2027 – June 30, 2028	\$285,000.
July 1, 2028 – June 30, 2029	\$292,000.

The Superintendent's Contract Year Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Superintendent's Contract Year Salary shall be earned ratably in each of the Contract Years (July 1, 2023-June 30, 2024; July 1, 2024 - June 30, 2025; July 1, 2025 - June 30, 2026; July 1, 2026 - June 30, 2027; July 1, 2027- June 30, 2028; July 1, 2028 - June 30, 2029) and shall be prorated for work of less than a full Contract Year. The Superintendent's salary shall be paid in equal installments in

accordance with the procedures governing payment of other professional staff in the Brookline Public Schools.

3.2 Annuity: The Committee shall make a payment to an insurance company of the Superintendent's choice for an annuity contract consistent with Massachusetts General Laws Chapter 71, section 37B and section 403(b) of the IRS code in accordance with the following schedule:

<u>Contract Year</u>	<u>Payment Date</u>	<u>Payment Amount</u>
July 1, 2023- June 30, 2024	On or about June 2024	\$12,000.
July 1, 2024- June 30, 2025	On or about June 2025	\$12,000.
July 1, 2025- June 30, 2026	On or about June 2026	\$12,000.
July 1, 2026- June 30, 2027	On or about June 2027	\$12,000.
July 1, 2027- June 30, 2028	On or about June 2028	\$12,000.
July 1, 2028- June 30, 2029	On or about June 2029	\$12,000.

The annuity payment shall be prorated if the Superintendent works less than the full Contract Year.

#### 4. WORK YEAR AND LEAVE BENEFITS:

4.1 Work Year: The work year for the Superintendent is twelve months commencing July 1<sup>st</sup> of each Contract Year and ending the following June 30<sup>th</sup>. The Superintendent shall devote his full time, skill, labor, and attention to the discharge of his duties as Superintendent for the Brookline Public Schools.

##### 4.2 Vacation Leave:

A. Accrual: The Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.0833 days per month. The Superintendent may borrow against future accrual during the same Contract Year. The Superintendent may take his vacation days at any time with the permission of the Committee Chair/designee, but normally vacation days will be taken whenever possible during school vacation periods.

B. Carry Over: A maximum of ten (10) accrued unused vacation days may be carried over from Contract Year to Contract Year. The total carryover of accrued unused vacation days into subsequent Contract Years cannot exceed ten (10) days in the aggregate. At no time may the Superintendent have more than a total of thirty-five (35) accrued, unused vacation days which includes all vacation days previously carried over from prior Contract Years that have not been used plus the total of the accrued unused vacation from the current Contract Year.

C. Vacation Buy Back: The Superintendent may sell back up to and including ten (10) accrued unused vacation days in each contract year at the Superintendent's per diem rate in such Contract Year. The Superintendent will provide the Chairperson of the Committee with notice of his intent to sell back vacation days and the number of days he intends to sell back on or before February 1<sup>st</sup> of the Contract Year in which the sell back will occur.

D. Per Diem Rate: For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Contract Year Salary shall be divided by 261 days.

4.3 Sick Leave: The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 4.3. The Superintendent will accrue one and one quarter (1.25) sick leave day per month. All of the Superintendent's accrued unused sick leave as of June 30, 2023 from his prior employment contract with the Committee shall carry over as of July 1, 2023. The Superintendent may use accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of ninety (90) days. There is no buyout of accrued unused sick leave upon separation from employment.

4.4 Holidays: The Superintendent shall be entitled to paid holidays in accordance with school district policy.

4.5 Personal Leave (sometimes referred to as "A Days"): The Committee may grant the Superintendent up to four (4) personal leave days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's workday or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year.

4.6 Bereavement Leave: The Superintendent shall be entitled to a bereavement leave of up to five (5) days with pay upon the death of an immediate family member, defined as the Superintendent's spouse, child, grandchild, parent, grandparent, and mother/father in-law.

## 5. REIMBURSEMENT FOR EXPENSES, DUES, AND NSIP:

5.1 Reimbursement for Expenses: The Committee shall reimburse the Superintendent in accordance with Committee policy and procedure for reasonable and necessary, documented expenses incurred in the performance of his duties upon the presentation by the Superintendent of receipts submitted within 30 calendar days of incurring such expenses, including, but not limited to phone expenses, expenses for conferences approved in advance by the Committee, as well as membership dues for organizations approved in advance by the Committee. Such reimbursement shall not exceed two thousand dollars (\$2,000.) in the aggregate per Contract Year. The following dues and/or registration fees do not need School Committee prior approval but are subject to the \$2,000 aggregate limit per Contract Year:

- MASS annual membership fee
- MASS leadership Institute program fee
- Joint MASS and MASC Conference registration fee
- American Association of School Administrators

No reimbursements shall be made in excess of the two thousand dollars (\$2,000) limit without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.

5.2 New Superintendent Induction Program: The Superintendent shall participate in the MASS New Superintendent Induction Program (NSIP) during the 2023-2024 Contract Year, and the Committee shall pay the cost for the Superintendent's participation in the NSIP for the 2023-2024 Contract Year; such cost shall be in addition to the reimbursement in Section 5.1 and shall not be subject to the \$2,000 limit in Section 5 .1.

## 6. INSURANCE:

6.1 Insurance: The Superintendent may elect to obtain insurance, including but not limited to group health insurance, generally available to employees of the Public Schools of Brookline ("PSB") and their dependents on the same terms and conditions as such insurance is generally available to other non-unionized employees of the PSB. The Superintendent recognizes that the Committee and the Town of Brookline may change the terms and conditions and such insurance from time to time. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation.

6.2 Disability Insurance: The District shall provide the Superintendent with the option of purchasing disability insurance on the same basis as such insurance is available to Assistant Superintendents and Deputy Superintendents in the District. The Superintendent understands and agrees that the District may change such insurance carriers, products, eligibility, benefits, and premium contribution rates from time to time.

## 7. DUTIES AND COMMITMENT:

7.1 Duties: The Superintendent shall be the superintendent and chief executive officer for the Public Schools of Brookline ("PSB") and shall perform all the duties of and possess all the authority now or hereafter imposed upon or granted to a superintendent of schools under provisions of the statutes of the Commonwealth of Massachusetts and by rule or regulation of the Commissioner of Education, and applicable policies of the Committee. As way of example, and not limitation, the Superintendent shall be responsible for hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing his subordinates and employees in the PSB, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school system, establishing and implementing sound financial management procedures and otherwise organizing the school system in a manner that best serves the educational needs of the students in the PSB in accordance with Massachusetts General Laws and regulations, applicable federal laws and regulations, and applicable Committee policies. The Committee may, from time to time, prescribe additional duties and responsibilities for the Superintendent. The Superintendent shall attend all meetings of the Committee, unless excused by the Committee, and may participate in all Committee deliberations except when matters relating to his own employment are under consideration. He shall assist the Chairperson of the Committee in setting agendas for Committee meetings and in preparing for Committee meetings. He shall advise the Committee on policies, procedures, and plans and shall take the initiative in presenting and recommending policies, procedures, and planning issues to the Committee. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement. The Superintendent shall participate in community activities in

order to generate support for the PSB, and to solicit feedback from the community on the performance of the PSB. The Superintendent will seek input from the Committee regarding his community activities.

7.2 Commitment: The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the students and general community served by the Public Schools of Brookline and it shall reflect a clear understanding that the Committee is the establishing agent of all school system policy and the Superintendent has the responsibility to administer said policy with proper authority, in a sound, fair, equitable, and ethical manner.

7.3 Retention Payment: The Committee recognizes the value of stability in the position of superintendent and that superintendents are often recruited for work in other districts. Therefore, as part of its commitment to retaining the Superintendent, the Committee shall pay the Superintendent the following one-time retention payments:

<u>Retention Payment</u>	<u>Paid On or About</u>
\$5,000.	June 30, 2026
\$10,000.	June 30, 2027
\$15,000.	June 30, 2028
\$20,000.	June 30, 2029

8. PERFORMANCE EVALUATIONS: The Committee shall evaluate the Superintendent each Contract Year in accordance with the applicable requirements in 603 CMR 35.00-35.11 inclusive. Such evaluation shall be done in open session in accordance with M.G.L. chapter 30A.

9. LICENSE: The Superintendent hereby represents to the Committee that he is currently licensed to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this AGREEMENT, a valid and appropriate license qualifying him to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of his license being revoked, rescinded, suspended, or lapsed.

10. PROFESSIONAL ACTIVITIES: The Superintendent shall devote his full-time, attention, and energy to the business of the Brookline Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent. Subject to prior approval of the Committee, the Superintendent may participate in:

- A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
- B. local, state, and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and

C. informational meetings with persons whose skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 10.

#### 11. INDEMNIFICATION:

11.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

11.2 The Superintendent shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand, or pleading for which indemnification under Section 11.1 is available, deliver a copy of the same to the Committee.

11.3 This Section 11 shall survive the termination of this AGREEMENT.

#### 12. TERMINATION OF AGREEMENT:

12.1 By the Committee with Good Cause: During the term of this AGREEMENT, the Committee may suspend the Superintendent from his position as superintendent and/or may terminate his employment and this AGREEMENT for insubordination, incompetency, neglect of duty, or other good cause. "Good cause" herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for good cause, the Committee shall provide the Superintendent with written or email notice of the reason, reasons, charge or charges against the Superintendent, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing or by email to the Chairperson of the Committee within five (5) calendar days from the date of such notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have his legal counsel present to advise him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. However, under no circumstances shall a court award reinstatement, punitive or compensatory damages, attorneys' fees, costs, or interest. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may

schedule the Superintendent for vacation days prior to his final day of employment. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

12.2 For Disability: Subject to applicable law, if the Superintendent is absent from work on account of a disability for more than one hundred (100) calendar days, the Committee shall have the option of terminating his employment and this AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

12.3 By the Superintendent: The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty (120) calendar days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

13. TOWN VEHICLE: The Superintendent shall be issued a vehicle owned/leased by and registered to the Town of Brookline. This vehicle shall be used for school district purposes and business only and shall not be available for personal use other than for ordinary commuting to and from work and personal use which is de minimis in time and/or distance.

14. PSB EQUIPMENT: The Committee shall provide a laptop computer, a cell phone and other equipment, as the Committee deems necessary for the Superintendent to work off-site as well as at his PSB office. All such equipment shall remain the property of the PSB and the Superintendent shall return all PSB equipment upon his separation from employment.

15. NOTICES: Unless otherwise provided in this AGREEMENT, all notices required or desired to be given under this AGREEMENT will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

16. ENTIRE AGREEMENT: Effective July 1, 2023, this AGREEMENT contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this AGREEMENT shall be effective unless and until set forth in writing and signed by the parties.

17. SEVERABILITY: If any term(s) or provision(s) of this AGREEMENT is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid

and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

18. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed, and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

19. COUNTERPARTS: This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 21<sup>st</sup> day of November, 2022



ON BEHALF OF THE BROOKLINE SCHOOL COMMITTEE BY:

David A. Pearlman

David Pearlman, Chairperson  
Brookline School Committee