

DARTMOUTH PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT

Agreement made this 28th day of April, 2021 between Dr. Bonny L. Gifford, hereinafter referred to as the "Superintendent", and the Dartmouth School Committee, hereinafter referred to as the "Committee".

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

1. **EMPLOYMENT:** The Committee hereby employs Dr. Bonny L. Gifford as Superintendent of the Dartmouth Public Schools and Dr. Bonny L. Gifford hereby accepts employment as Superintendent of the Dartmouth Public Schools, subject to the terms and conditions hereinafter provided.

2. **TERM:** This agreement shall commence July 1, 2021 and shall terminate on June 30, 2024, unless such employment is sooner terminated in accordance with this agreement.

The Superintendent shall notify the Committee, in writing, on or before September 1, 2023, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.

The Committee, on or before September 30, 2023, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate,

as hereinbefore provided, on June 30, 2024, and as of such date the Superintendent's employment shall terminate.

In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by December 30, 2023.

3. **COMPENSATION**: On or before April 1, 2021, the parties shall meet for the purpose of determining the Superintendent's salary for the first year of this agreement (July 1, 2021 -June 30, 2022), payable in equal weekly installments. In no event shall the compensation for any year of the three-year contract be less than \$193,933 the salary paid during fiscal year 2021 (July 1, 2020 through June 30, 2021). Said procedure will be repeated for years two and three of the employment contract.

4. **DUTIES**: The Superintendent shall diligently, faithfully and competently perform the duties and responsibilities of Superintendent of Schools in conformance with the job specifications in the Policy Manual of the Committee and pursuant to the Massachusetts General Laws.

5. **EVALUATION**: The Committee and the Superintendent shall work cooperatively to create a set of goals and objectives on an annual basis; however, the Committee retains the right to set and approve all goals and objectives.

The Committee shall publically discuss and review the Superintendent's job performance with her annually, beginning no later than June 30 each year. The matter shall be scheduled as a regular agenda item for Committee business. Such discussion and review shall pertain to a written report prepared by the Committee Chairperson,

which shall be a public document placed in the Superintendent's personnel file. The Committee shall provide the Superintendent with a copy of said report.

6. **CERTIFICATE**: The Superintendent shall furnish and maintain, throughout the term of this agreement, a valid and appropriate certificate qualifying her to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Massachusetts General Laws Chapter 71 and all other laws and regulations of the Commonwealth.

7. **STATE RETIREMENT ASSOCIATION**: The Superintendent shall be a member of the Teachers Retirement System as required by Massachusetts General Laws Chapter 32, Section 2.

8. **REIMBURSEMENT FOR EXPENSES**: The Committee shall reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this agreement. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All out of state expenses and dues must be approved in advance by the Chairperson of the Committee.

9. **HEALTH INSURANCE**: The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of such coverage and at the same rate as provided for said employees.

10. **VACATION**: The Superintendent shall receive 25 days of vacation (exclusive of legal holidays) during each contract year of this agreement; the time for

taking said vacation days shall be subject to the approval of the Chairperson of the Committee, which approval shall not be unreasonably withheld. Vacation days cannot be accrued to more than 50 days, and a minimum of 15 vacation days per year must be used.

Any unused vacation days up to a total 50 days will be compensated at the then per diem rate at the expiration of the contract. If the Superintendent resigns or retires prior to June 30 of any contract year, she will receive a pro rata share of vacation for that year based on the number of months work during that year.

11. **HOLIDAYS**: The following shall be considered paid holidays:

Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
½ day (PM) before Thanksgiving Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Patriot's Day
Day before Christmas Day	Memorial Day

In addition, paid holidays shall include any other day which may declared a holiday by the Governor, the Legislature or the School Committee.

12. **SICK LEAVE**: The Superintendent shall be entitled to 22 days sick leave during each contract year. This leave shall be permitted to accumulate without limit, and may be applied to the illness of the Superintendent or health related needs of her family.

Upon retirement or termination for other than good cause, the Superintendent shall be paid at the rate of 20% of her then effective per diem rate (based upon a 246 day work year) for each unused sick day up to a maximum of 150 days.

If the Superintendent resigns or retires prior to June 30 of any contract year, she will receive a pro rata share of sick leave for that year based on the number of months work during that year.

13. **PERSONAL DAYS**: The Superintendent shall be allowed 3 days of paid personal leave. Unused personal days may accumulate from year to year to a maximum of five. Accumulation of unused days shall take place on the basis of one per year until the maximum number is reached. Superintendent will be allowed two (2) days of discretionary leave per year.

The Chairperson of the Committee shall be notified of all requested personal leave days in advance.

14. **BEREAVEMENT LEAVE**: The Superintendent shall be allowed up to 4 consecutive days bereavement leave for each death in the immediate family (to consist of spouse, child, parent, sibling, grandparent, grandchild, and any other person residing in the household of the Superintendent).

The Superintendent shall be allowed one day for each death of a member of the family not considered immediate as set forth above, or for the death of a friend. (This provision shall apply to the death of friend only once per contract year.)

15. **TECHNOLOGY**: The Committee shall provide the Superintendent with a cell phone and an IPAD for her use in the performance of her duties and responsibilities as Superintendent of Schools.

16. **DISTRICT BENEFITS**: The Superintendent shall be entitled to all fringe benefits currently available to administrative team members, such benefits not to reduce benefits expressly provided in this agreement.

17. **SUSPENSION OR DISMISSAL**: The Committee may suspend or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Massachusetts General Laws.

The Committee may terminate the Superintendent before the term of this agreement shall have expired for inefficiency, incapacity, conduct unbecoming a Superintendent, insubordination or other good cause, provided the Committee gives to the Superintendent a written statement specifying the causes for which such termination is sought, 15 days' notice of the time and place of a hearing, and a hearing before the Committee. The Superintendent shall have the right to be represented by Counsel at such hearing, at her own expense.

18. **RESIGNATION**: In the event the Superintendent desires to terminate this agreement before the term shall have expired, she may do so by giving 90 days prior written notice to the Committee.

19. **ENTIRE AGREEMENT**: This contract embodies the whole agreement between the Committee and the Superintendent, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. Should any provision of this contract be determined to be in conflict with any existing state law or regulation, such law or regulation shall prevail.

This contract may not be changed except by written agreement signed by the Committee and the Superintendent.

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 WHEREOF, the parties have hereunto signed and sealed this agreement in duplicate, each of which copies shall be deemed an original, this 28th day of April, 2021.

DARTMOUTH SCHOOL COMMITTEE

By: Shannon Jenkins
Shannon Jenkins, Ph.D., Chair

Bonny L. Gifford
Bonny L. Gifford, Ed. D.