

**MIDDLEBOROUGH PUBLIC SCHOOLS
AND
EMPLOYEE
CONTRACT OF EMPLOYMENT**

AGREEMENT made this 1st Day of July, 2021 by and between the MIDDLEBOROUGH SCHOOL COMMITTEE, hereinafter referred to as the COMMITTEE, and EMPLOYEE hereinafter referred to as EMPLOYEE.

WHEREAS, the COMMITTEE is desirous of employing a SCHOOL YEAR ADMINISTRATOR for the Middleborough Public Schools in running the public schools comprising the district;

WHEREAS, EMPLOYEE is willing to accept employment as such and serve in this capacity; and

WHEREAS, the parties are desirous of setting forth, in writing, the obligations of each as it pertains to this relationship.

Now, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. The COMMITTEE hereby employs EMPLOYEE as SCHOOL YEAR ADMINISTRATOR for the Middleborough Public Schools and EMPLOYEE hereby accepts employment as of July 1, 2021.
2. This agreement shall be in effect for the period beginning July 1, 2021 through June 30, 2024.
3. EMPLOYEE shall be paid an annual salary of \$_____ for the 2021-2022 school year. This will be payable in 26 equal installments with the first payment made on August 26, 2021. The annual work year is 204 days per school year consisting of 184 teacher days, ten (10) days before school opens and ten (10) days following the close of school or other days as scheduling requires. EMPLOYEE will provide goals to the Superintendent or his/her designee by September 15th each year; these are to be mutually agreed upon by the Superintendent and EMPLOYEE. A written evaluation of these goals and criteria will be completed by the Superintendent or his/her designee by June 1. On or before June 15th of each year, the Superintendent may provide an increase of up to three percent (3%) to EMPLOYEE'S salary for the following fiscal years based on EMPLOYEE'S performance to date for that year. The performance incentive will be based on EMPLOYEE'S goals for that year and the job description. Any increase or incentive shall become part of the base in the next fiscal year.
4. In consideration of EMPLOYEE'S long and faithful service, the Middleborough Public Schools shall, in addition to all other salaries and benefits, pay longevity based on total accumulated school years of service (in an administrative role) within the school system.
Longevity pay increases will be determined as follows:

<i>For service of at least five (5) years but less than ten (10) years</i>	<i>\$500</i>
<i>For service of at least ten (10) years but less than fifteen (15) years</i>	<i>\$750</i>

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leave will run concurrently with paid sick leave that EMPLOYEE uses as a result of a “serious health condition” as defined by FMLA. Should EMPLOYEE be eligible for FMLA leave and should she be unable to work because of an illness or an injury requiring her confinement or treatment by a “health care provider”, EMPLOYEE shall notify the Superintendent as soon as possible after the beginning of said illness or the occurrence of such “serious health condition” as such terms are defined in the FMLA.

- d. If EMPLOYEE is deemed by a physician of the district’s choosing to be permanently disabled from her duties, she shall file an application for disability retirement with the Massachusetts Teachers Retirement Board by the end of the work year in which such determination of permanent disability is made.

Personal Business:

Up to three (3) days for personal business which cannot be conducted on a non-school day during non-school hours, provided that reasonable advance notice containing a reasonable explanation of such absence is given in writing to the Superintendent. In an emergency the preceding requirement may be waived, provided that the individual request the Superintendent in writing immediately upon her return to school. Personal days shall not be used to extend vacations or holidays, nor shall they be taken at the beginning or end of the school year. Any exceptions to the foregoing must be requested in writing and be approved by the Superintendent.

Bereavement:

EMPLOYEE shall receive up to five (5) days with pay each time there is a death of her spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandparent or grandchild. Additional time beyond 5 days may be granted at the Superintendent’s discretion. Additional time will be subtracted from accumulated sick leave.

Worker’s Compensation:

Benefits shall be paid to EMPLOYEE, to the extent permitted by law. In addition to EMPLOYEE’S weekly indemnity benefit, she shall be paid the difference between those benefits and EMPLOYEE’S weekly wages to the extent of EMPLOYEE’S earned and accumulated, unused sick leave. Sick leave shall be deducted on a pro-rated basis.

**** Course Reimbursement:**

The COMMITTEE agrees to reimburse administrators who continue to seek professional self-improvement through undergraduate or graduate course(s) or management institutes. An administrator will be reimbursed for the tuition of either graduate or undergraduate courses consistent with their professional development plan and subject to the advanced approval of the Superintendent up to one thousand (\$1,000) dollars per year.

**** Expenses for Professional Conferences and Meetings:**

EMPLOYEE will prepare a professional development plan to be approved by the Superintendent. Administrators are encouraged to attend professional conferences, workshops and meetings consistent with their professional development plan and subject to the advanced approval of the Superintendent. The sum of one thousand five hundred (\$1,500) dollars per year shall be available

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for this purpose or to be used towards other approved professional development. This is at the discretion of the Superintendent.

****OR: A total reimbursement of no more than \$2,500 combined for course, professional conferences and meeting expenses at the discretion of the Superintendent.**

Professional Dues:

The COMMITTEE will pay for those organizations that are directly related to EMPLOYEE'S position not to exceed \$500.

Mileage Reimbursement:

EMPLOYEE will receive a sum of three hundred (\$300) dollars per year for in-district mileage allowance. Out-of-district mileage reimbursement will be paid at the rate established for town employees

Other Activities:

EMPLOYEE may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from her duties as an administrator and such activities do not conflict with schedules, priorities and activities established by the Superintendent. Also, such days as defined here shall not compromise the administrator's sick or personal leave and, further shall not exceed 5% of the administrator's work year on an annual basis.

7. This is the complete Agreement between EMPLOYEE and the Middleborough Public Schools and any prior or other Agreements between them are null and void.
8. Being a mutual agreement, it may, at any time, be so amended in writing by mutual consent
9. If any provision in this Agreement shall be deemed unenforceable by an appropriate court or administrative agency, the remainder of the Agreement shall continue in full force and effect.
10. The parties may terminate this Agreement at any time by mutual agreement. In the event that EMPLOYEE desires to terminate this contract before June 30, 2024, she may do so with at least sixty (60) days' written notice of intent to the Superintendent. Notwithstanding any provision to the contrary, the Superintendent may dismiss EMPLOYEE for good cause prior to the expiration date. As used herein, "good cause" shall mean any grounds put forth by the Superintendent that are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. The Superintendent shall give written notice to EMPLOYEE of intent to dismiss for good cause with supporting reasons. At the request of EMPLOYEE, there shall be a meeting with the Superintendent to review the dismissal decision. The parties agree that arbitration under M.G.L.c.71, sec.41 or under the terms of this agreement does not apply and that EMPLOYEE'S sole recourse is to meet with the Superintendent to discuss the dismissal decision. The Superintendent also reserves the right to terminate this Agreement due to reorganization or fiscal constraints with a ninety (90) day notice. In the event this Agreement is terminated, any and all financial and other obligations by either party shall cease. In the event

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of early termination of this contract, EMPLOYEE shall be paid her daily rate for days worked prior to the effective date of this termination.

11. EMPLOYEE shall perform faithfully and competently her duties as SCHOOL YEAR ADMINISTRATOR in conformity with all applicable laws and regulations; School Committee policies, Superintendent directives and job description. Superintendent shall provide to EMPLOYEE reasonable direction, support and approvals which are necessary to permit EMPLOYEE to carry out duties and obligations and comply with the provisions of Massachusetts General Laws Chapter 71. EMPLOYEE agrees to maintain proper DESE licensure for this position for the duration of this contract. The Parties agree that failure to maintain a current license for this position is good cause for dismissal.
12. EMPLOYEE'S performance will be evaluated annually by the Superintendent or his/her designee applying the Principals of Evaluation as established by the Commonwealth and supplemental performance standards as voted by the School Committee.
13. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.
14. **EVALUATION:** The Superintendent of Schools shall evaluate the performance of EMPLOYEE annually based upon 1) the duties and responsibilities contained in EMPLOYEE'S job description attached hereto; 2) as presented and called for under M.G.L., Chapter 71 as amended by the Education Reform Act of 1993; 3) as contained in the Policies of the Middleborough School Committee; 4) as contained in the policies and directives of the Superintendent; 5) the annual goals mutually agreed upon by the SCHOOL YEAR ADMINISTRATOR and the Superintendent. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

IN WITNESS WHEREOF, the parties hereto have hereunder signed and sealed this Agreement and a duplicate thereof, this first day of July in the year Two Thousand Twenty One.

Brian E. Lynch, Superintendent of Schools

Date

EMPLOYEE, SCHOOL YEAR ADMINISTRATOR

Date

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