

CONTRACT OF EMPLOYMENT
 BETWEEN
 THE QUINCY PUBLIC SCHOOLS
 AND
 EMPLOYEE
 SENIOR DIRECTOR OF STUDENT SUPPORT SERVICES AND
 SPECIAL EDUCATION

The following Contract of Employment is made and entered into by the Quincy Public Schools, represented by the Superintendent of Schools, and EMPLOYEE. This contract describes the terms and conditions of employment of EMPLOYEE, Senior Director of Student Support Services and Special Education (hereinafter the “Senior Director”), for the period of time set forth below.

1. Duration: This Contract of Employment shall become effective on July 1, 2017 and shall remain in full force and effect through June 30, 2020.
2. Work Year: The work year for this position shall be the calendar year from July 1 through June 30, and shall be five (5) days per week for 52 weeks, minus paid holidays and paid vacation periods.
3. Work Day: The work day for this position shall be an 8 hour work day, plus whatever additional hours may be needed to carry out the responsibilities of the position.
4. Holidays: The following shall be paid holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Good Friday, Patriots’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, one-half day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, one-half day before Christmas when Christmas falls between Tuesday and Saturday inclusive, and Christmas Day.
5. Vacation Days: Paid Vacation days shall be awarded each July 1 according to the following schedule:

<u>Length of Employment by the Quincy Public Schools as of July 1</u>	<u>Paid Vacation Days</u>
less than one year	pro-rated
one year to twenty years	25 days
twenty years or more	28 days

Unused vacation time may be accumulated from year to year, but may not exceed a total of two (2) full years, not including the vacation earned in the current year.

6. Sick Leave: The Senior Director shall be entitled to sick leave in the amount of eighteen (18) days at full pay each year for absences resulting from illness or accident, or for illness or

accident to a member of her immediate family. Sick leave shall accumulate, to the extent not used, without limitation, the allowable absences in any year to be the number of days accumulated from prior years plus those allowed for such year.

7. Personal Leave: The Senior Director shall be allowed up to two (2) days' leave with pay during each school year for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during work hours. Such personal leave days may not be accumulated beyond the year in question. However, any unused personal days, up to a maximum of two (2) per year, shall be converted and added to accumulated sick leave.

8. Bereavement Leave: The Senior Director is entitled to three (3) days of bereavement leave to be applied to the death of a member of her immediate family or household. Additional days of bereavement leave are available as needed upon request and chargeable to personal or sick leave.

9. Health/Dental/Life Insurance Benefits: The Senior Director shall be eligible to enroll in any of the City of Quincy's group health/life insurance plans, including the dental plan, under the same terms and conditions and at the same rates as are offered to other professional employees of the Quincy Public Schools.

10. Longevity Plan A: In recognition of years of service to the Quincy Public Schools, the Senior Director shall receive additional compensation as follows:

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|-------------------------------|-------|
| 1. After 10 years of Service: | \$400 |
| 2. After 15 years of service: | \$500 |
| 3. After 20 years of service: | \$600 |
| 4. After 25 years of service: | \$700 |
| 5. After 30 years of service: | \$800 |

Said annual compensation shall be paid in a lump-sum payment in the first paycheck in December. Eligibility for longevity payment shall be based upon years of service as of September 10th of the work year of payment.

11. Sick Leave Buy Back: If the Senior Director's employment by the Quincy Public Schools shall cease, after she has completed twenty (20) years of professional service, because of her death or retirement (from the Massachusetts Teacher Retirement System or the retirement system then in effect for directors) , she or her estate, as the case may be, shall be paid an amount equal to her full pay at the time her employment terminates, exclusive of stipends for extra services, for the number of days, not in excess of thirty (30) days of her accumulated and unused sick leave.

12. Longevity Plan B:

- A. Senior Directors with twenty (20) completed years of service in the Quincy Public Schools may elect longevity payments in the amounts listed

below per year for the three (3) consecutive years following application and acceptance into Longevity Plan B.

First year of participation	\$5,000
Second year of participation	\$5,000
Third year of participation	\$5,500

- B. Longevity payments specified in Longevity Plan A above will cease upon application and acceptance into Longevity Plan B. No member who is receiving or has received payments under Longevity Plan B shall receive payments under Longevity Plan A. Discontinuation in Longevity Plan A shall become effective on September 1 of the school year in which the Senior Director receives the first payment of five thousand (\$5,000) dollars.
- C. Payment for accumulated and unused sick leave days referenced in Paragraph 11 above will cease upon application and acceptance into Longevity Plan B. In order to be eligible for Longevity Plan B, at the time of application, a Senior Director must have at least thirty (30) days of accumulated sick leave.
- D. Senior Directors will be entitled to the entire sum of fifteen thousand five hundred (\$15,500) dollars regardless of date of termination. Payments will continue until the remaining credit is exhausted, if an entitled employee resigns, retires, or otherwise severs employment with the Quincy Public Schools.
- E. Senior Directors shall be allowed to elect and accept Longevity Plan B only once during their employment by the City of Quincy and/or the Quincy Public Schools.
- F. Participation in Longevity Plan B is irrevocable thirty (30) days after receipt of notification of acceptance into the Plan.
- G. Application for Longevity Plan B shall be made on the Longevity Plan B Application Form. Applications must be submitted to the Superintendent on or before January 30th of the year prior to the work year in which the payments are to begin.

13. Salary:

<u>Work Year</u>	<u>Annual Salary</u>
July 1, 2017 – June 30, 2018	\$128,645.00
July1, 2018 – June 30, 2019	\$131,218.00
July1, 2019 – June 30, 2020	\$135,155.00

14. Professional Development: The Senior Director will receive reimbursement up to but not to exceed seven hundred dollars (\$700.00) per year for the purpose of joining professional organizations, or for other approved professional activities or expenses.
15. Education Evaluation Computer Hardware: Effective School Year 2016-2017 and subject to funding by the Superintendent, the Senior Director shall be provided, at the discretion of the Superintendent, computer hardware, in order to facilitate the new Massachusetts Educator Evaluation system.
16. Mileage Allowance: The Senior Director will be reimbursed at the rate of two hundred dollars (\$200.00) per month for the use of the Senior Director's personal vehicle in the course of the Senior Director's duties.
17. Dismissal, Demotion or Suspension: The Superintendent may suspend, demote or dismiss the Senior Director in accordance with the provisions of M.G.L. Chapter 71, Sections 41 and 42D. The parties agree that in the event of arbitration under M.G.L. Chapter 71, Section 41 or 42D, the standard of review and interpretation of "good cause" by the arbitrator shall be in accordance with the standard of review and interpretation of such terms by the Massachusetts courts under M.G.L Chapter 71, Section 41 and 42 prior to the passage of the Education Reform Act (The permissible grounds for dismissal under G. L. c. 71, Section 42 -- inefficiency, incapacity, conduct unbecoming a Senior Director, insubordination, and other good cause -- include any ground which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the committee's task of running a sound school system. See Springgate v. School Committee of Mattapoisett, 11, Mass.App.Ct. 304, 308 (1981); Lower v. North Middlesex Regional School Committee, 8 Mass. App. Ct. 536 (1979); Rinaldo v. School Comm. of Revere, 294 Mass. 167 , 169 (1936). Faxon v. School Comm. of Boston, 331 Mass. 531 , 534 (1954). MacKenzie v. School Comm. of Ipswich, 342 Mass. at 614-615 & 619. Nutter v. School Comm. of Lowell, 5 Mass. App. Ct. 77 , 81 (1977). Lower v. North Middlesex Regional School Comm., 8 Mass. App. Ct. at 539.

The standard of review by an arbitrator, in reference to any suspension which is arbitrable under M.G.L. Chapter 71 Section 42, shall be the "good cause" standard. The aforementioned "good cause" standard, as used herein, shall mean the same as above defined.

No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above, and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

The Quincy Public Schools may suspend, demote, or dismiss the Senior Director for violation of any of the terms of this contract; for good cause, including, but not limited to conduct which would reflect adversely on the Quincy Public

Schools, neglect of duty, physical or mental incapacity, inadequacy, insubordination, non-cooperation, undermining the school administration, causing a negative environment, for conviction of a local, state, or federal law or for conduct unbecoming a managerial employee within the Quincy Public Schools. Such suspension or termination will be at the discretion of the Superintendent of Schools.

18. Duties: The Senior Director shall perform all duties necessary to fulfill the obligations of his or her position and shall perform all other duties as they are assigned by the Superintendent or his or her designee. The Senior Director recognizes that his or her responsibilities and conduct are not determined by prescribed hours and conditions. The Senior Director shall perform the directed and implied duties of his or her position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Quincy Public Schools.
19. Certificate: Where applicable, the Senior Director shall furnish to the Superintendent and maintain through the term of this contract, a valid and appropriate Massachusetts Department of Elementary and Secondary Education certificate qualifying him or her to act as a school director in the Commonwealth of Massachusetts as required by M.G.L. c. 71 Section 38G.
20. Evaluation: The Superintendent or his or her designee, pursuant to the Code of Massachusetts Regulation 603 CMR 35, shall evaluate the performance of the Senior Director, in writing, each year during the term of this Agreement, and shall meet with the Senior Director, at the discretion of the Superintendent, to discuss such evaluation.
21. Termination: There shall be no penalty for release or resignation by the Senior Director from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon sixty (60) days notification from the Senior Director unless the Superintendent fixes a different time at which the resignation or release is to take effect.
22. Entire Agreement: This agreement embodies the whole agreement between the Quincy Public Schools and the Senior Director, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. Except as expressly provided herein, no incorporation by reference is made to any policy manual or collective bargaining agreement. This Agreement may not be changed except by a writing signed by the party to be bound or against whom enforcement thereof is sought.
23. Severability: If any paragraph or part of this Agreement is invalid, such invalidity shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

WHEREFORE, the Quincy Public Schools and EMPLOYEE have caused this Contract of Employment to be executed on this ____ day of _____, 20____.

for the Quincy Public Schools

for EMPLOYEE

Dr. Richard DeCristofaro
Superintendent

EMPLOYEE
Senior Director of Student Support Services
and Special Education