

**CONTRACT OF EMPLOYMENT BETWEEN
THE READING SCHOOL DISTRICT
AND
THOMAS MILASCHEWSKI**

THIS AGREEMENT is effective the first day of July 1, 2023, between the Reading School Committee, hereinafter referred to as the "Committee," and Thomas Milaschewski hereinafter referred to as the "Superintendent."

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT

The Committee hereby employs Thomas Milaschewski as Superintendent of the Reading Public Schools, subject to the terms and conditions hereinafter provided.

2. TERM

The term of this Agreement shall be for the period July 1, 2023 through June 30, 2029. The Committee agrees that it shall notify the Superintendent at least twelve (12) months prior to the expiration of the contract, but no later than June 30, 2028, of its intention to either extend, or not extend, this Agreement. If the Committee does not notify the Superintendent by June 30, 2028, the contract shall be extended for one year beyond the term of this contract (i.e. July 1, 2029- June 30, 2030).

3. COMPENSATION

A. The Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of their duties and responsibilities as provided herein and the status and regulations of the Commonwealth of Massachusetts, at the following rate of pay:

1. Effective July 1, 2023: \$214,000.
2. Each subsequent year of the contract, the Committee agrees to an annual increase of 2.5% subject to the Superintendent receiving proficient or exemplary rating on his annual summative evaluation. Nothing in this paragraph precludes the Committee from providing more than 2.5% in any given year subject to performance, market conditions, and other economic factors.
3. Longevity. Starting in Fiscal Year 2024 and concluding with Fiscal Year 2028, the Superintendent shall receive a lump sum payment of \$2000 payable in June of the contract year subject to the Superintendent

receiving proficient or exemplary rating on his annual summative evaluation.

4. If the Superintendent does not end early (prior to June 30, 2029) in accordance with Paragraph 17 of this Agreement or if the School Committee does not terminate this Contract prior to end date in accordance with Paragraph 5 of this Agreement; the Superintendent shall receive a lump sum payment of \$15,000 in June 2029. This payment shall be subject to the Superintendent receiving proficient or exemplary rating on his annual summative evaluation in a minimum of five of the six contract years included in this agreement.

B. The compensation shall be payable in equal installments in accordance with the policy of the Committee governing payment of professional staff members of the Reading Public Schools.

C. The salary paid to the Superintendent under 3 A in each contract year of this Agreement including, if applicable, the automatic extension periods referenced in Section 2 shall be no less than the previous contract year's annual salary under Section 3 A.

4. DUTIES AND RESPONSIBILITIES

The Superintendent shall manage the system in a fashion consistent with state law and the policy determinations of the Committee (see for example, M.G.L. Chapter 71, Section 59 and related provisions). They shall fulfill all aspects of this Agreement. They shall faithfully, diligently, and competently perform their duties and responsibilities as provided herein and the statutes and regulations of the Commonwealth. They shall comply with the policies and procedures of the Committee.

The administration of school policy set by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the "Superintendent" pursuant to M.G.L. c. 71, §59.

5. DISMISSAL OR SUSPENSION

The Superintendent shall not be dismissed or suspended during the term of this Agreement, or any extension or renewal thereof, except for "good cause." As used herein, "good cause" shall include any ground which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of the school system. In the case of dismissal, the Superintendent shall not be dismissed unless they have been furnished with a written notice of intent to dismiss and with an explanation of the grounds for the dismissal, and, if they so request, have been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committee, and to present information pertaining to the bases for the decision and to the Superintendent's status. The Superintendent may be represented by an attorney or other representative at such meeting. The meeting shall be held in executive session pursuant to MGL Chapter 39, Section 23B. The Superintendent may contest the dismissal in accordance with Section 17 below. It is understood and agreed that the non-reappointment of the Superintendent

by the Committee upon the expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal, "good cause" shall not be applicable in such case.

The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association with thirty (30) calendar days of the Committee's vote to dismiss the Superintendent. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

6. CERTIFICATION:

The Superintendent shall furnish to the School Committee and maintain throughout the term of this contract a valid and appropriate certificate qualifying them to act as a Superintendent in the Commonwealth, as required by Mass. General Laws, Chapter 71, Section 38 G.

7. PROFESSIONAL ACTIVITIES

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as they see fit, provided they do not interfere with or derogate from the performance of their duties and responsibilities as Superintendent. Before participating in any such activities, the Superintendent shall seek authorization from the Chairperson of the Committee. Such authorization shall not be unreasonably withheld.

8. REIMBURSEMENT FOR EXPENSES

A. **New Superintendent Induction Program.** The Committee agrees to pay for the third year (FY 24) of the MASS New Superintendent Induction Program.

B. **Cell Phone.** The Committee agrees to pay \$750 per year to cover the costs related to the Superintendent's cell phone. Payments shall be made quarterly in increments of \$187.50.

C. **Travel Allowance.** The Committee agrees to pay the Superintendent \$4000 annually for costs associated with regular, district-wide travel associated with his position as Superintendent. This allowance shall be paid quarterly in \$1000 increments.

D. **Professional Development.** 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 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 five thousand dollars (\$5,000.00) in the aggregate per Contract Year without prior written authorization from the Chairperson of the Committee. The following

dues and/or registration fees do not need School Committee prior approval but are subject to the \$5,000.00 aggregate limit per Contract Year:

- MASS annual membership fee
- MASS Leadership Institute program fee
- Joint MASS and MASC Conference registration fee

10. SICK LEAVE

The Superintendent shall be granted, in the event of personal injury or personal illness up to fifteen (15) sick leave days each year. Additional sick leave days may be granted, subject to the approval of the Chairperson of the Committee. Unused sick leave days may be accumulated under this and prior contracts up to a maximum of one hundred and eighty-five (185) days. There shall be no sick leave buy back.

11. OTHER LEAVES OF ABSENCE

Because the Superintendent's workday frequently extends beyond normal working hours, reasonable time off during the day for personal matters or emergencies will be allowed without loss of pay or deduction from sick or vacation leave. In addition, the Superintendent shall receive up to two (2) days per year with pay for personal reasons such as, but not limited to, court appearances or passing papers on a new home. The Superintendent must only cite this Article when applying for personal leave. Days so approved and utilized shall not be deducted from the Superintendent's sick leave or vacation leave.

12. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

13. ANNUAL VACATION

The Superintendent shall be entitled to twenty-five (25) vacation days per contract year. The Superintendent shall be credited with the total annual allotment of vacation days "upfront" and may use same at his discretion. Should the contract terminate prior to the expiration date, the vacations days shall be pro-rated and any time used over the earned allotment shall be deducted from the final pay period. All accumulated vacation time in accordance with this Article will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination, or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

The Superintendent shall notify the Chairperson of the Committee in advance of their desired vacation periods. The time taking said vacation shall be subject to the approval of the Chairperson of the Committee. Such approval shall not be unreasonably withheld.

The Superintendent may carry over from one contract year to the next, up to five (5) days' vacation. At no time will the Superintendent have more than a total of 30 vacation days (i.e. 25 days plus 5 day carry-over) in a contract year.

The Superintendent may sell back up to two vacation days per year at the per diem rate of pay then in effect. To be eligible to receive this benefit, the Superintendent must notify the Committee of his intent to access this benefit and the requested number of days on or before June 1st of the contract year.

14. HEALTH, DENTAL, AND LIFE INSURANCE

The Superintendent shall be eligible to participate in the same health, dental, and life insurance benefits provided by the Town to other central office administrative professional employees employed by the Committee, subject to the terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

15. EVALUATION

The Superintendent shall be evaluated annually based on Standards adopted by the Board of Education and the related rubrics developed by the Department of Elementary and Secondary Education (DESE). In furtherance thereof no later than June 30th of each contract year the Committee shall prepare a written evaluation of the Superintendent.

16. GRIEVANCE ARBITRATION

Any grievance, which may arise between the parties, shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the specific provisions of this Agreement.

The Superintendent shall submit the grievance to the Committee within 14 calendar days of the occurrence of the grievance or of the date the Superintendent first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing, and shall set forth the facts relied on, the section of the Agreement alleged to have been violated, and the remedy sought. If the grievance remains unresolved between the Committee and the Superintendent within 14 days after submission, then the matter may be referred to arbitration within 14 calendar days thereafter by either the Superintendent or the Committee pursuant to the Labor Arbitration Rules of the American Arbitration Association. The Arbitrator's authority shall be limited to matters involving the meaning or application of the specific provisions of this Agreement. The Arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his authority, the decision of the Arbitrator, to the extent provided by law, shall be final and binding. Except as provided by law, arbitration as provided herein, shall be the exclusive method to resolve grievances. The fees and expenses of the Arbitrator shall be borne equally by the parties. Each side shall bear their own costs, including attorney & fees. Upon a finding that a dismissal or suspension was improper under the standards set forth in this Agreement, or in a non-disciplinary case, a finding that the contract was violated, the Arbitrator may award lost wages and benefits if appropriate. Under no circumstances (whether in a discipline case or otherwise), shall the Arbitrator award punitive, consequential, or nominal

damages, damages for emotional distress, compensatory damages other than lost wages and benefits as hereinbefore provided, or reinstatement, The failure of the Superintendent to file a grievance within, or advance it in accordance with any of the time limits set forth herein, shall constitute a waiver of the grievance.

17. RESIGNATION

In the event that the Superintendent desires to terminate this contract during its term, including any extension thereof, if applicable, they may do so by giving at least ninety (90) days prior notice of such termination to the Committee, unless the parties mutually agree to an earlier termination date.


18. ENTIRE CONTRACT

This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, or obligations made or entered into by either party other than those contained herein. This contract shall supersede all past contracts and/or amendments between the Parties. The contract may not be changed except by agreement in writing signed by all parties.

19. INVALIDITY

If any paragraph, part of, or rider of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.


**For the Town of Reading;
By Its School Committee**



Shawn Brandt, Chairperson

5/12/2023
Date

By the Superintendent:



Thomas Milaschewski, Superintendent

5/12/2023
Date