

**EMPLOYMENT CONTRACT**  
**FOR SUPERINTENDENT OF North Berkshire School Union 43**

Agreement made as of this First day of July, 2015, between the NORTH BERKSHIRE SCHOOL UNION 43, North Adams, Massachusetts (hereinafter School Union) and \_\_\_\_\_

WHEREAS, School Union acting through its Joint Committee desires to employ \_\_\_\_\_ as its Superintendent of Schools and \_\_\_\_\_ desires to accept such employment.

NOW, THEREFORE, the parties hereto, in consideration of mutual promises hereinafter set forth and for other good and valuable consideration, each to the other in hand paid, do agree as follows:

1. Joint Committee does hereby employ \_\_\_\_\_ and he does accept such employment as Superintendent of Schools for the School Union for a period commencing the 1<sup>st</sup> day of July, 2015, and expiring on the 30<sup>th</sup> day of June, 2018. In the event the Joint Committee does not intend to continue \_\_\_\_\_ in its employ upon expiration of the original term, the Joint Committee shall give \_\_\_\_\_ notice of such Intention no later than January 1<sup>st</sup>, 2018. \_\_\_\_\_ may be removed as provided by Chapter 71, Section 63, and other pertinent provisions of law.

2. \_\_\_\_\_ shall perform to the best of his ability the duties of the Superintendent of Schools for the School Union, as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to him by the Joint Committee. In addition, he shall serve as Secretary of the Joint Committee.

3. \_\_\_\_\_ shall be paid the sum of \$113,610 for the period of July 1, 2015 through June 30, 2016, \$115,882, for the period of July 1, 2016 through June 30, 2017 and \$118,119 for the period of July 1, 2017 through June 30, 2018. These salaries will be payable in equal installments consistent with the School Union's policy governing payment of other professional staff employees. The Joint Committee retains the right to annually adjust the base salary during the term of this agreement, provided said salary adjustment shall not reduce the annual base salary below each year's respective base salary. Any adjustment to the base salary made during the term of this contract shall be in the form of a written amendment, and such amendment shall not extend the term of this contract or vary any provisions thereof, unless the same is specifically provided in such written amendment.

4. The Joint Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this contract; provided such expenses do not exceed the amount budgeted by the Joint Committee. The Joint Committee shall reimburse the Superintendent for travel within the Union. The amount per contracted year will be \$1500.00.

Expenses for attendance at out-of-district functions including, but not limited to, those paid from grant funds must be presented in advance to the Joint Committee for approval, with mileage reimbursed at the current state rate. Grant funds must not be used to reimburse the Superintendent for out-of-Union travel unless specifically approved in advance by the Joint Committee.

5. Vacation. [redacted] shall receive 25 days of vacation per year, exclusive of holidays, prorated for less than a full fiscal year's work. Vacation is to be taken with the year in which it is earned.

6. Holidays. [redacted] will receive the following 14 paid holidays annually:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Rosh Hashanah	Yom Kippur

7. Sick Leave. [redacted] shall be credited with 12 days of sick leave per year. Such sick leave shall accumulate to a maximum of 180 days.

8. Temporary Leave. [redacted] shall be granted temporary leaves of absence without loss of pay in the event of the death of Jonathan L. Lev's spouse, child, parent or sibling, for a period not in excess of three calendar days, and in the event of the death of father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, for a period not in excess of three calendar days.

9.1 Insurance. The School Union will pay 75% of the following benefits:

9.1.1 \$4,000 group term life insurance.

9.1.2 One of the following at [redacted] election: (i) Group hospitalization and surgical benefit plan provided through the School Union's self-funded hospitalization and surgical plan, and (ii) HMO plan with such benefits and through such organization as the Joint Committee shall from time to time select.

9.2 [redacted], as a condition of the School Union paying for a portion of hospital and surgical benefit plan or HMO plan shall from time to time as requested by the School Union provide the School Union with written statement of his health and surgical coverage and HMO benefits from all sources and provide such identifying information about the same as the School Union shall request.

9.2 Notwithstanding the foregoing, the School Union shall not be obligated to provide or pay for any hospital or surgical benefit plan or HMO plan if Jonathan L Lev is covered by hospitalization and surgical coverage or HMO coverage through his spouse.

10. Annuity. [redacted] will be eligible to participate in a "tax-sheltered annuity plan permitted pursuant to G.L. Chapter 71, Section 37B.

11. Certificate. [redacted] warrants that he has the appropriate certificate to act as Superintendent of Schools in the Commonwealth of Massachusetts and will maintain during the term of this contract, a valid and appropriate certificate to act as Superintendent of the Schools in the Commonwealth of Massachusetts. A copy of such certificate will be furnished upon request to the Joint Committee.

12. Professional Development. The School Union expects [redacted] to continue his professional development and expects him to participate in relevant learning experiences. He is encouraged to join professional associations and attend appropriate professional meetings at the local, state and national level; the expenses of which for dues and attendance, itemized in a form acceptable to the Joint Committee, shall be paid by the School Union, within budget limitations approved by the Joint Committee, provided always Jonathan L. Lev must obtain prior approval for all trips having an overnight stay or out of state travel.

13. School Union Goals. The Joint Committee and [redacted] annually on or before September 1 shall mutually establish School Union goals and objectives for the ensuing school year. Said goals and objective shall be reduced to writing and be amount the criteria by which Jonathan L. Lev is evaluated.

14. Evaluation. The Joint Committee shall evaluate the performance of [redacted] at least once every year during the term of this contract and reduce the same to writing. The evaluation shall be reasonably related to the position description of Superintendent and the goals and objectives of the School Union for the year in question.

In the event that the Joint Committee determines that the performance of [redacted] is unsatisfactory in any respect, it shall meet with [redacted] and thereafter it may describe in writing, in reasonable detail, the specific instances or areas of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Joint Committee deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to [redacted] who shall have the right to make a written response to the evaluation. Within thirty days of the delivery of the written evaluation to Jonathan L. Lev, the Joint Committee shall meet with Jonathan L. Lev to discuss the evaluation.

15. Professional Engagements and Consultative Work. [redacted] may in his sound discretion undertake and accept compensation for speaking, writing, and lecturing engagements and any other engagements of a professional nature and consultative work outside the School Union; provided, however, that none of such engagements or consultative work outside the School Union shall derogate from his duties as superintendent of schools of the School Union.

16. Termination by Superintendent. [redacted] may terminate this

contract at any time by giving the District at least 90 days' written notice of termination which specifies the date of termination.

17. Termination/Discipline. The Joint Committee may discipline [redacted] for good cause.
18. Validity. If any part of this agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.
19. Medical Examination. [redacted] does hereby agree to have a comprehensive medical examination once each year and a statement certifying as to his physical condition to perform the duties filed with the clerk or secretary of the Joint Committee. Such statement shall be treated as confidential information by the Joint Committee. The cost of said medical examination to be borne by the School Union.
20. Indemnity. In accordance with the provisions of law, the School Union shall protect and save harmless [redacted] from financial loss and expenses arising out of any claim, demand, suit or judgment by reasons of alleged misfeasance, malfeasance, or nonfeasance or other act resulting in accidental bodily injury or death of any person, or in accidental damage to or destruction of property, within or without the school building, provided that at the time of the accident he was acting in the discharge of his duties within the scope of his employment.
21. Injury in the Course of Employment. If [redacted] because of injury sustained in the course of and arising out of his employment is receiving benefits under Chapter 152 of the General Laws of Massachusetts (Workmen's Compensation Act), the School Union shall, if Jonathan L. Lev so elects, pay to Jonathan L. Lev each month so long as Jonathan L. Lev is receiving benefits an amount equal to the difference between his salary at the time of such injury and amount of weekly indemnity being received by him under the said Chapter 152. The amount payable under this paragraph because of any one injury shall be the amount obtained by multiplying the number of his accumulated sick leave days by his per diem rate. The number of accumulated sick leave days available to Jonathan L. Lev shall be reduced by an amount equal to the total sum paid to him under this paragraph divided by his per diem rate.

Witnesses:

NORTH BERKSHIRE SCHOOL UNION

By \_\_\_\_\_  
Joint Committee Chairman

Jonathan L. Lev