

**SUPERINTENDENT OF SCHOOLS
PIONEER VALLEY REGIONAL SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT**

This CONTRACT OF EMPLOYMENT is made this 26th day of August, 2021 pursuant to the provisions of Massachusetts General Laws Chapter 71, Section 41 by and between XXXX as Superintendent of the Pioneer Valley Regional School District (hereinafter referred to as the "SUPERINTENDENT") and the Pioneer Valley Regional School District School Committee (hereinafter referred to as the "COMMITTEE"). In consideration of the promises and consideration herein contained, the parties hereby mutually agree as follows

1. EMPLOYMENT

The Pioneer Valley Regional School District Committee hereby employs XXXX as Superintendent of the Pioneer Valley Regional School District, and XXXX hereby accepts employment subject to the following terms and conditions.

The Superintendent shall be available at all times, unless on leave, to perform duties associated with the Superintendent position.

2. TERM

The SUPERINTENDENT shall be employed in the capacity outlined in Section 11 of this Agreement and under the terms and conditions of this Agreement for a term beginning on August 26, 2021, and automatically terminating on June 30, 2022, unless an extension is agreed upon by the parties in writing. This contract is contingent upon the Superintendent receiving a waiver from the Department of Elementary and Secondary Education to be allowed to work full-time during her retirement.

3. COMPENSATION

Beginning August 26, 2021, contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a Superintendent of Schools in accordance with all federal, state, and local laws and under the terms and conditions of this Agreement, the COMMITTEE agrees to pay the SUPERINTENDENT the annual rate of pay in the amount of \$155,000 (one hundred and fifty-five thousand) (to be pro-rated based upon the August 26, 2021 commencement date).

4. WORK DAY/YEAR

The Committee is aware of the provisions of MGL, c. 32, section 90 relative to the restrictions on the number of hours members of MTRS may work after retirement. A violation of the law results in a forfeiture by the member of funds equivalent to the amount of money earned. As a result, the Superintendent cannot work more than 50 hours weekly without incurring a financial penalty. The Committee acknowledges the Superintendent is prohibited by law from working in excess of 50 hours weekly. If a waiver is not granted for January 1, 2022, the Superintendent is prohibited by law from working in excess of 37 hours weekly. Therefore, this contract would end effective December 31, 2021.

5. VACATION CLAUSE

The Superintendent shall be allowed twenty (20) days of vacation per year, subject to the notification, in advance, of the Committee Chair. Vacation time will be accrued on a monthly basis.

6. HOLIDAYS

The Superintendent shall be entitled to all holidays as observed by the Pioneer Valley Regional School District Central Office.

7. PAID LEAVES OF ABSENCE

The Superintendent shall be allowed eighteen (18) annual paid sick days.

Unused sick leave shall not be reimbursed upon termination or non-renewal of the Superintendent's employment. The Superintendent may take sick leave for family/household members, as needed up to the annual eighteen (18) paid sick days, and the Committee, at its discretion, may grant additional days, upon request. Upon use of more than eighteen days sick leave in any fiscal year, the Superintendent, at the request of Committee, shall provide a physician's certification of illness.

The Superintendent may take up to ten (10) working days paid bereavement per contract year. The stated days are applicable to the death of the Superintendent's spouse, children, or parents. Four (4) paid working days shall be granted for grandchildren, brothers, sisters, mother-in-law or father-in-law; three (3) paid working days for dependents related to the employee if living in the same household; two (2) paid working days for grandparents; and one (1) paid working day for others, subject to advance approval of the Committee Chair, the last to be non-arbitral. All bereavement days are non-accumulative and non-transferable.

In cases of vacation, sick leave, family illness leave, and bereavement leave, the Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such vacation or leave.

8. PERSONAL LEAVE

The Superintendent shall be entitled to a maximum of two (2) days per contract year for personal reasons. The Committee Chair shall be notified of all personal leave in advance.

9. TERMINATION

In the event that the Committee or Superintendent desires to terminate this contract without cause before the term of service shall have expired, either may do so if one gives the other at least ninety (90) days written notice of their intention to do so. Said notice shall be sent by registered mail to the residence of the Superintendent if initiated by the Committee, or the Chairperson of the Committee if initiated by the Superintendent.

10. TERMINATION: Termination for Good Cause

Where good cause exists, the Committee may discharge the Superintendent without providing the ninety (90) day notice noted above. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the

task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming of an Superintendent or insubordination

11. TERMINATION without Good Cause

The Committee may terminate this agreement for services of an Superintendent for any reason or no reason at all, upon 60 days written notice to the Superintendent. The Superintendent shall continue to be paid during the 60-day period following notice of the Committee’s intention to exercise this provision.

12. CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying the Superintendent to act as the Superintendent for Pioneer Valley Regional School District as required by M.G.L.c.71, §38G. Any material misrepresentation on the Superintendent’s application for employment or resume shall constitute good cause for the termination of employment pursuant to this Agreement.

13. DUTIES

The Superintendent shall serve as the Superintendent of the Pioneer Valley Regional School District, and shall perform in good faith and in full time, the duties and obligations of the Superintendent as provided in the job description, and other duties from time to time assigned by the Committee, and shall use the Superintendent’s best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and shall comply with all applicable laws and regulations.

The Superintendent shall serve as the Executive Officer of the Committee as provided in M.G.L. c. 71, §59. The Superintendent shall report any financial irregularities to the Committee, including but not limited to any potential deficits.

14. REIMBURSEMENT FOR EXPENSES

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of the Superintendent’s duties under this contract in accordance with the laws of Massachusetts, and the policies and by-laws of the Committee. The Committee encourages the Superintendent to participate in professional development: however, the Committee must approve all out of state reimbursement in advance and attendance at conference(s) prior to registration. Dues associated with membership in the Massachusetts Association of School Superintendents shall be paid by the District.

14. FRINGE BENEFITS

The Superintendent shall be entitled to all insurance (life, medical, dental, and hospital) benefits currently available to other professional personnel in the Pioneer Valley Regional School District; subject to the terms and conditions of said coverage.

15. ABILITY TO CONSULT

The Superintendent, using vacation time, may consult for up to ten (10) days per year provided that said consulting does not interfere with the Superintendent's performance of duties as Superintendent and is consistent with Chapter 268A. The Superintendent shall notify the Committee Chair, in writing, of the nature of such consulting.

16. EVALUATION

The Committee shall evaluate the performance of the Superintendent in January and June, in writing, in accordance with an evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Committee shall evaluate the performance of the Superintendent no later than January 30 and June 30. The Superintendent will submit, no later than September 1, the Superintendent's goals and objectives to the Committee for their review and approval. The Committee shall vote on the composite evaluation compiled by the Committee Chair, and the Superintendent may attach a response, if any, thereto. The standards and processes in the evaluation process shall be consistent with regulations issued by the Massachusetts Department of Elementary and Secondary Education for Superintendent evaluations as revised most recently.

17. PROMPT NOTICE OF COMPLAINTS OR CONCERNS: Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendations as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent.

18. INDEMNIFICATION

The Committee shall indemnify the Superintendent when the Superintendent is acting within the scope of the Superintendent's official duties to the extent permitted and subject to the provisions of M.G.L. c. 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee, unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Agreement.

19. ENTIRE AGREEMENT

The Contract embodies the entire agreement between the Committee, and the Superintendent, and there are no inducement, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the School Committee, and the Superintendent. Any part of this contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed by the Parties, and attached to this Agreement. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

20. INVALIDITY

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 26th day of August.

XXXX
Superintendent of Schools

XXXX, Chair of the
Pioneer Valley Regional School
District Committee