

**CONTRACT OF EMPLOYMENT
BETWEEN
THE PITTSFIELD SCHOOL COMMITTEE
AND
JOSEPH C. CURTIS
TO SERVE AS
SUPERINTENDENT
APRIL 15, 2021 THROUGH JUNE 30, 2024**

Preamble

This document (hereinafter in the Agreement or this Agreement) recites in full the terms and conditions under which Joseph C. Curtis, currently residing at 7 County Court, Pittsfield, MA 01201 (hereinafter "Employee"), and the Pittsfield School Committee, Berkshire County, Massachusetts (hereinafter "Committee"), acting pursuant to its statutory authority under the laws of the Commonwealth of Massachusetts, do hereby agree that the Employee shall serve as an employee with the Pittsfield Public Schools in the position and for the period of time set forth below.

Article I. Period of Employment

The Committee and the Employee agree that, except as otherwise set forth herein, the Employee shall serve the Pittsfield Public Schools as Superintendent commencing April 15, 2021 and ending June 30, 2024.

Article II. Responsibilities

The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. c. 71, §37. The administration of school policy, 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. The parties hereto agree that:

A. The "Superintendent" shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, discipline or termination of personnel employed or to be employed by the "School District" consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis to its rejection of the Superintendent's recommendation, which basis shall be part of the minutes of the meeting.

B. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the "School District" shall be through the "Superintendent". Duties and responsibilities therein shall be performed and discharged by him or by his/her staff under his/her direction.

C. The "Superintendent" and/or his/her designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the "School District". The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

D. Criticisms, complaints, and suggestions called to the attention of the Committee or individual committee members by any source shall be promptly referred to the "Superintendent" in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent. The Superintendent

shall advise the Committee of the disposition of such matters.

E. The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" carrying out statutory, managerial, administrative or supervisory responsibilities.

F. The "Superintendent" is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

G. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts.

H. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.

Article III. Compensation

§ 1. The Employee shall be paid for the period April 15, 2021 through June 30, 2021 a prorated annual salary of one hundred and sixty eight thousand dollars, (\$168,000.00). Effective July 1, 2021, the Employee shall be paid the annual salary of one hundred and sixty- eight thousand dollars, (\$168,000.00).

§ 2. Salary Increase The salary for July 1, 2022 and July 1st of each subsequent year of this Employment Contract will be subject to negotiation by the parties, but in no event less than the salary for the preceding year.

§ 3. Annual Merit Increases Annual merit increases, may be provided, based on the Superintendent's overall performance evaluation results if proficient or exemplary or better. The parties will meet in Executive Session to negotiate merit increases based on performance. Any performance-based salary increases shall be granted on July 1, 2022, and on July 1st of each subsequent year of this Employment Contract.

§ 4. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the Superintendent or his/her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

§ 5. The salary of the Employee shall not be reduced during the term of this Agreement.

Article IV. Benefits

§ 1. To the extent permitted by federal or state law, or by ordinance or policy of the City of Pittsfield and/or the Pittsfield School Committee, the Employee shall be entitled to such benefits, including health insurance, term life insurance, and withholding for tax-sheltered annuity contributions, and all other benefits that are available to other employees of the Pittsfield Public Schools who work comparable hours and weeks per year. Health insurance rates and benefits for the Employee shall be whatever benefits are provided to, and whatever rates are paid by, other Pittsfield Public Schools employees, and changes therein shall not be subject to prior agreement or ratification by the Employee.

§ 2. The Employee shall receive a one hundred dollar (\$100.00) monthly communication stipend to assist in his work capacity. The Employer will also purchase a new laptop and iPad once every three years for the Employee.

§ 3. The Committee shall provide the Superintendent with a smart phone, which shall be returned upon separation from employment.

§ 3. The School Committee will pay the conference fees for the three (3) days at the Massachusetts Association of School Superintendents conference hosted in Cape Cod.

Article V. Work Day

The length of the Employee's work day shall be whatever time is necessary for the Employee to perform satisfactorily the duties and responsibilities of the position identified in Article I, above, to which he has been appointed. A typical work week will be five days per week for eight hours each day, excluding any paid leave utilized throughout the week.

Article VI. Performance Evaluation

§ 6.1 STATE STANDARDS, GOALS & ANNUAL PLAN The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations shall be accomplished consistent with the provisions of M.G.L., c.30A relative to the Open Meeting Law.

§ 6.1(A) DISTRICT GOALS In addition to an evaluation using the *Principles of Effective Administrative Leadership*, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

§ 6.1(B) MID & END CYCLE REVIEW On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. His or her work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement" or "unsatisfactory" in relation to such principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

§ 6.1(C) SUMMATIVE EVALUATION The Committee shall review the Superintendent's progress at end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.

§ 6.1(D). DATA SOURCES The Committee may use whatever data sources it deems appropriate, excluding, however, anonymous surveys, provided the data it intends to use in a mid or end cycle

review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting in a timely manner. Due to the unreliability and potential prejudice of anonymous or so-called "360" evaluations, these instruments shall not be solicited or utilized as part of the Committee's cycle review or summative evaluation.

§ 6.1(E) RECEIPT AND SIGNING Any evaluation report delivered by the Committee will be signed by the Superintendent. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent's personnel file.

§ 6.2 CONSENSUS DOCUMENT The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance.

§ 6.2(A) PUBLIC DISCUSSION All public discussion of the performance of the Superintendent will be conducted by the Committee only in accordance with the Open Meeting Law, and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. See Mass. A.G. FAQ.

§ 6.2(B) SPECIFIC WRITTEN FEEDBACK In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

§ 6.2(C) PROMPT NOTICE OF COMPLAINTS OR CONCERNS Any criticisms, complaints, and suggestions called to the attention of the Committee and/or individual Committee members shall be promptly (no later than five (5) business days) and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.

Article VII. Leave

§ 1. Paid Vacation Leave

The Employee will receive twenty-five (25) paid vacation days every year of the contract. The Employee shall have the ability to carry over fifteen (15) days per year, with a capacity limit of forty (40) vacation days. Upon separation from employment, the Employee is entitled to compensation at his per diem rate (1/225) for any unused vacation days up to the forty (40) days limit.

Upon request of the Employee and agreement of the Committee, up to ten (10) vacation days not used during the preceding year of this Agreement may be converted to cash at a per diem rate calculated by dividing the Superintendent's annual salary, as set forth in Article III §1 and §2, above, by 225 days.

§ 2. Paid Sick Leave

The Employee will receive twenty (20) paid sick days each year of employment, with no limit on accumulation to be added to all unused accrued sick leave accumulated as an employee of the Pittsfield Public Schools. The Employee shall receive these days on July 1 of the contract year. In the event that such days are not utilized, the Employee will be compensated for the unused days according to provisions in Article XV §1 herein. The employee shall retain all paid sick days accrued during the duration of employment beginning in 1994.

§ 3. Jury Duty Leave

The Employee shall be granted paid leave for jury duty service. The Employee shall reimburse the Pittsfield Public Schools the amount of any and all compensation that the Employee receives from any other source for his jury duty service.

§ 4. Paid Personal and Bereavement Leave

The Employee shall receive three (3) personal days annually. The Employee shall receive bereavement leave days as the Employee shall reasonably require.

Article VIII. Certificate

The Employee shall furnish to the School Committee not later than the Employee's first day of employment, and shall duly maintain throughout the term of the Agreement, a valid and appropriate certificate that qualifies the Employee under M.G.L. c. 71 § 38G and the regulations of the Massachusetts Department of Elementary and Secondary Education promulgated thereunder to serve in the Commonwealth of Massachusetts in the position set forth in Article 11, above.

Article IX. Medical Examination

The Employee agrees to submit a comprehensive medical examination, when instructed to by the Committee, to be performed by a duly licensed physician of the Employee's choice. The Employee further agrees to file a statement with the Committee from an examining physician, certifying that the Employee is physically competent to perform the duties and service required of his position. Such statement shall be treated by the Committee as confidential information. The cost of any requested examination shall be borne by the Committee, but the Employee shall utilize his health insurance.

Article X. Expense Reimbursement

§ 1. Travel & Other Employment-Related Expenses

A. For all professional travel in the service of the performance of his duties under this Agreement, the Employee shall, upon presentation of suitable documentation for payment, be entitled to reimbursement as follows:

(1) For all travel that is not covered by the stipend payable pursuant to subsection B, below, at a mileage rate equivalent to the rate allowed by the Internal Revenue Service for the calendar year preceding the contract year, as defined in Art. XIX §1, for which the mileage reimbursement claim is made; and

(2) For all other prior approved reasonable expenses associated with performance of the Employee's duties under this Agreement.

B. The Employee shall receive a mileage stipend of one hundred and fifty dollars and no cents (\$150.00) for each month of his rendition of services under this Agreement, the purpose of this stipend shall be to compensate the Employee for routine travel in the performance of his duties in the position cited in Article I, above.

§ 2. Expenses for Professional Development

A. The Employee shall, upon documentation of successful professional development completion, or professional affiliations and dues, be reimbursed as set forth in § 2.B, below.

B. The rate of reimbursement for these expenses shall be capped at five thousand dollars (\$5,000.00) per contract year.

C. The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. The Committee shall pay \$5,000.00 for the Superintendent's participation in an Induction and Executive Mentoring program

provided by **M.A.S.S** during his/her first year of employment. The Committee shall pay \$4,500.00 per year for years two and three.

The Committee shall provide legal counsel in, and shall indemnify the Employee against, any and all financial loss arising from any proceeding, claim, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person, or damage to the property of any person, committed while the Employee is acting within the scope of his employment or at the direction of the Committee, in accordance with, and to the extent permitted by Massachusetts General Laws, Chapter 258, Section 9.

Section XII. Other Work

During the term of this Agreement the Employee shall devote his full time, skill, labor, and attention to the discharge of his duties in the position to which he is appointed to serve under Article I, above; provided, however, that the Employee may undertake other work, with or without remuneration, as long as such activities do not Interfere, In the opinion of the Committee, with the full and faithful discharge of the Employee's responsibilities and duties as specified herein.

Article XIII. Disability

§ 1. If the Employee is unable to render the services required of him hereunder by reason of sickness, injury, or other disability for a period of time extending beyond the Employee's sick leave entitlement (as the same may then exist or may be extended by the Committee), then in that event the Committee shall grant the Employee a leave for an additional period of up to three (3) months as full pay.

§ 2. If, at the end of that three month period, the Employee remains disabled and unable to render the services required hereunder, then the Committee may, with written notice to the Employee, grant the Employee further leave, either with full compensation or without compensation, as the Committee may choose in its sole discretion to do, or the Committee may deem the Employee unable to perform his duties and meet his responsibilities, and terminate this Agreement. In the event of such termination, the compensation provided for herein shall be paid to the Employee for and Including the month to which said extended leave has been granted.

§ 3. The Committee authorizes the Employee to purchase a disability insurance policy that shall be effective during the entire term of this Agreement. The Committee shall reimburse the Employee for the cost of the policy up to a maximum amount of four thousand (\$4,000) in each contract year upon presentation of proof of payment.

Article XIV. Termination of the Agreement

§ 1. Termination by Mutual Consent

This Agreement may be terminated by written agreement between the Committee and the Employee. Such agreement shall be effective only when signed by both parties hereto.

§ 2. Termination by Resignation

The Employee may resign his position, as stated in Article I, above, by means of a written submission to the Committee not fewer than ninety (90) calendar days in advance of the effective date of the resignation.

§ 3. Termination for Incapacity or Other Good Cause

The Employee be removed during the term of his employment as set forth herein, upon the happening of any of the following events.

A. The Employee shall be unable, by reason of sickness or other disability, to discharge the duties and responsibilities specified in this Agreement for three (3) consecutive months following the

exhaustion of the Employee's accumulated sick leave entitlement or beyond the period of any extended leave granted by the Committee as authorized by Article XIII, above.

B. In accordance with the terms of the evaluation system; or

C. The Employee is determined by the Committee, based on good and competent evidence, to be guilty of (a) insubordination, (b) immoral character, (c) inefficiency, (d) incompetency, (e) neglect of duty, or (f) other good cause sufficient to justify dismissal.

§ 4. Agreement Continues Through Failure to Notify of Non-Renewal or Non-Extension

Except for the reasons stated in §3 above, this agreement between the parties shall be extended for successive periods of one (1) year each time the anniversary date of this contract is reached if no further action is taken by the Committee. Notice of the school committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his/her address of record at least one hundred twenty (120) days prior to the anniversary date of this contract. The "Anniversary Date" of this agreement is defined as the date on which the contract is executed by the Superintendent.

Article XV. Severance Pay

§ 1. Payment for Accumulated Unused Sick Leave

Upon separation from employment prior to July 1, 2021 for any reason, except for those set forth in Article XIV §3, above; the employee shall be entitled to severance pay. Said severance pay will be calculated by the Committee as follows: for every day of unused accumulated sick leave remaining on the effective date of the termination of this Agreement, the Committee shall pay the Employee a sum of eighty dollars and no cents (\$80.00).

Article XVII. Written Agreement

This Agreement shall continue in full force and effect for the term expressed in Article I, above, unless otherwise terminated as set forth in Article XIV, above, or modified in writing, signed by parties here; and no modifications of this Agreement shall be deemed to have or shall be given effect unless and until reduced to writing and signed as herein required.

Article XVIII. Severability

The Invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provisions hereof.

XIX. Headings

Numbered headings appearing herein are intended for convenience of reference only, and are not intended to alter, vary, or otherwise affect the construction and meanings of any part of this Agreement.

XX. Definition

§ 1. Except where another meaning is expressly stated, the term "year" shall mean in this Agreement the period July 1 through June 30.

§ 2. The term "working day" shall mean in this Agreement any day of the year when the central administrative offices of the Pittsfield Public Schools are open for business.

§ 3. The term "work day" shall mean in this Agreement that portion of a working day when the Employee shall be expected to be present at work and to be performing the duties and tasks and to be meeting the responsibilities of his position.

XXI. Scope of the Agreement

All provisions of the Agreement pertain solely and without exception to the Employee's service to the

Pittsfield Public Schools in the position set forth in Article I, above.

XXII. Integration

This Agreement represents the full and complete understanding and intent of the parties hereto and, except as may be stated expressly herein or as may be required by law, no other writing shall be considered a part of this Agreement, or as modifying or qualifying any part of this Agreement.

Article XXIII. Arbitration

A. Scope of Controversy

Any and all controversies or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof, excluding claims based on state or federal anti,-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall .be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of, and standards of M.G.L. c.150C, or if M.G.L. c.150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes.

B. Arbitrator's Authority

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within sixty (60) calendar days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Employee to his position.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year set forth below.

For the Pittsfield School Committee:

Katherine Yon, Chair

Date: _____

Employee: Joseph Curtis

Date: _____

