

*Berkshire Hills Regional School District*

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*Superintendent of Schools*

*July 1, 2021 - June 30, 2024 Contract*

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**BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT  
-CONTRACT-  
SUPERINTENDENT OF SCHOOLS**

The Employment Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the School Committee of the Berkshire Hills Regional School District of Great Barrington, Stockbridge and West Stockbridge (hereinafter referred to as either the Committee or the District) and Peter W. Dillon (hereinafter referred to as the Superintendent). For valuable consideration acknowledged as given and received, the District and the Superintendent, for consideration herein specified, agree as follows:

1. **TERM**

The District hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing no earlier than **July 1, 2021** ending **June 30, 2024** subject to the provisions of Paragraph 10. Likewise, this Contract is offered by the District, and accepted by the Superintendent for the same term, subject to the provisions of Paragraph 10.

2. **PROFESSIONAL LICENSURE AND RESPONSIBILITIES**

A. **License** - During the term of this Contract and the Superintendent’s employment, the Superintendent shall maintain a valid license as superintendent of schools issued by the Department of Elementary and Secondary Education of the Commonwealth of Massachusetts.

B. **Duties** - The Superintendent shall have charge of the District’s schools under the direction of the Committee. He/She shall be the chief executive officer of the Committee; shall direct and assign teachers and other employees of the schools under his/her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select all personnel subject to the provisions of Massachusetts law and, where allowable by law, the approval of the Committee; shall from time-to-time make regulations, rules and procedures deemed necessary for the school district; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed from time-to-time by the Committee.

The Committee, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent will attend all Committee meetings and all Committee and citizen committee meetings relating to school matters and serve as an ex-officio member of all committees.

The Committee, in establishing policies and by-laws, will recognize the

Superintendent’s legitimate authority. All duties assigned to the Superintendent by the Committee should be appropriate to, and consistent with, the professional role and responsibilities of the Superintendent.

- C. **Outside Activities** - The Superintendent shall devote his/her time, attention and energy to the business of the District. However, with the approval of the Committee, he/she may engage other activities such as presentations, speaking engagements, and serving as a consultant that are of a short-term duration, provided that they do not interfere with the Superintendent’s complete and acceptable performance of his/her duties and responsibilities with the District. The Superintendent may, at his/her option, continue to draw a salary while engaged in the outside activity as described above. In such cases, the honoraria paid the Superintendent in connection with these activities shall be retained by the Superintendent, unless the Committee specifies otherwise.

3. **SALARY**

The District shall pay the Superintendent compensation as follows:

**Berkshire Hills Regional School District**

<b>2021-2022</b>	
<b>2022-2023</b>	<b>To Be Negotiated</b>
<b>2023-2024</b>	<b>To Be Negotiated</b>

**Richmond Consolidated School**

<b>2021-2022</b>	
<b>2022-2023</b>	<b>To Be Negotiated</b>
<b>2023-2024</b>	<b>To Be Negotiated</b>

The District and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of the contract. Any adjustment in salary made during the life of the contract shall be in the form of an amendment and become part of the contract, but it shall not be deemed that the District and the Superintendent have entered into a new contract or that the termination date of the existing contract has been extended.

4. **FRINGE BENEFITS**

The Superintendent shall be entitled to all benefits expressly provided for in this Contract. The Committee and the Superintendent may agree in writing to alter benefits, terminate benefits or add benefits not currently available to other professional personnel.

- A. **Annual Vacation** - The Superintendent shall consult with the chairperson of the Committee when scheduling vacations.

The Superintendent shall receive an annual vacation of twenty-five (25) days,

exclusive of legal holidays, on the first day of each contract year. Any carryover of vacation days must be approved by the Committee.

B. **Sick Leave** - Sick Leave is interpreted as meaning leave with pay for personal sickness or accident, the nature of which incapacitates the Superintendent from performing the duties of his/her position. If the Superintendent must be out due to illness he/she must notify the School Committee Chair as soon as possible.

1. Sick days will be earned in each fiscal year at the rate of one day for each 12-work days in the Superintendent's work year. Sick Leave may be borrowed ahead by the Superintendent with three or less years of service to a maximum of 30 days, provided written permission is secured from the School Committee.
2. The Superintendent leaving the employ of the Berkshire Hills Regional School District shall reimburse the District for any sick leave in excess of the Superintendent’s accumulated or earned sick leave at the rate of pay at the time of illness or accident.
3. Sick Leave may be accumulated to two hundred and twenty (220) days.
4. A doctor's certificate may be required if the Superintendent has been out ill for more than five consecutive school days.
5. The School Committee reserves the right to require the Superintendent to under go examinations upon continuing or recurrent absences for the purpose of certifying the Superintendent’s fitness for the position he or she holds or for other reasons. The School Committee reserves the right to designate the examiner and agrees to pay for the examination. Failure of the Superintendent to submit to such examination upon reasonable request shall be good cause for termination of this Employment Contract.
6. The Superintendent may use sick leave for rendering necessary care to an ill member of the Superintendent’s immediate family (spouse, child, parent). In the event of the absence of the Superintendent because of illness within the immediate family for more than five consecutive days in any work year, the Superintendent shall, upon request of the School Committee, submit to the School Committee a certificate of a duly practicing physician substantiating such illness.

C. **SICK LEAVE RESERVE** - Each employee shall annually be assessed two (2) days of sick leave to be transferred to the District Sick Leave Reserve. Such transfer shall be effective on the first day of the regular school year or on the first

day of the employee’s work year should the employee be hired as a full-time permanent employee after the start of the school year.

1. If 50% or more of the days placed in the District Sick Leave Reserve remain unused on the final day of the school year, one (1) sick day will be returned to each participating member of each participating unit at that time, not to exceed the cap of one hundred and eighty (180) days per employee.
2. In the event that the District Sick Leave Reserve usage will exceed the total number of sick days used in a given year, a Meet and Confer of the District Sick Leave Reserve Committee of each of the participating units will be held to discuss increasing the donation of sick days.
3. The District Sick Leave Reserve shall be annually reduced to zero on the first day of the next fiscal year.
4. Upon receipt of a request from a certified full-time permanent employee for personal sick leave, the Sick Leave Reserve Committee (SLRC) shall meet to vote approval of the request, provided the following guidelines shall have been fulfilled:
  - a) The employee requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
  - b) The employee shall have demonstrated that the request is due to a personal illness of substantial and critical need as evidenced by a letter from a certified medical physician.
  - c) The request must be for no more than thirty (30) workdays.
5. Employees granted sick leave under this provision may request additional sick leave by providing documentation of a continuing, substantial and critical need. However, such additional sick leave shall not exceed sixty (60) additional workdays.
6. The Sick Leave Reserve Committee (SLRC) shall consist of:
  - a) the Berkshire Hills Education Association President or designee,
  - b) the Chairperson of the Berkshire Hills Regional School District School Committee or designee,
  - c) the Superintendent of the Berkshire Hills Regional School District or designee.
7. The SLRC shall have the authority to grant additional days upon proof of

sufficient and critical continuing need, but in no case shall the employee receive additional days beyond the regular work year.

8. The decision of the SLRC shall not be grievable under Article V.

D. **Professional Associations And Memberships** - The District shall pay the Superintendent’s membership charges to the American Association of School Administrators, the Berkshire County Superintendent’s Association, the Massachusetts Association of School Superintendents, the Association for Supervision and Curriculum Development, NESDEC and other professional groups in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by State Law and as approved by the District in the annual budget.

Recognizing the importance of a strong working relationship between the schools and the community, the District shall pay dues, membership fees and related expenses for membership in service and civic associations such as Rotary, Kiwanis and the like, as provided in the Committee approved annual budget.

E. **Health Insurance and Longevity Plan**

1. District shall offer the Superintendent the same health insurance plans with the same provisions therein as the District offers to District teachers under the present and any future collective bargaining agreement and shall pay for the Superintendent the same percentage rate for each such health insurance plan as the District pays for its teachers under the present and any future collective bargaining agreement (1) even if during the term of this agreement the health insurance plans or any provision therein the District offers to teachers are changed resulting in health insurance plans or any provisions therein which are either more or less favorable for the Superintendent than the District provided for the Superintendent as of the date of this agreement and (2) even if the percentage rate the District pays for District teachers for any one or more health insurance plans is changed resulting in the Superintendent paying either more than or less than the District pays for health insurance plans for the Superintendent of the date of this agreement . The District will pay a percentage of the HMO plan. For employees on the PPO and POS plans, the District will pay the dollar amount equal to the employer HMO contribution.

The Superintendent will be eligible to participate in a dental plan offered through the Berkshire Health Group. Fifty percent (50%) of the premium cost will be borne by the District and fifty percent (50%) by the Superintendent.

2. The District shall offer the Superintendent the opportunity to participate in a long term disability plan. If the Superintendent so wishes to participate they will authorize payment of the full premium through payroll deductions
- E. The District shall agree to accept the provisions of the law which provide that the Superintendent may participate in retirement plans in accordance with payroll periods of the Berkshire Hills Regional School District. The Superintendent is entitled to a pensionable Longevity payment based on years of service according to the following terms and conditions:

<u>YEARS</u>	<u>STIPEND</u>
1-2	\$1,000
3-5	\$2,000
6 -11	\$5,000
12+	\$7,500

To be eligible, the Superintendent must have completed the indicated number of years of professional service in the district as noted above. The Longevity payment shall be distributed on an annual basis either in a lump sum or in increments distributed per paycheck.

- F. **Life Insurance** — The District will pay 85% of the cost for a \$25,000 group life insurance plan insuring the life of the Superintendent. The Superintendent may elect to purchase additional group life term insurance to the maximum permitted by law at no expense to the District.
- G. **Retirement** - The Superintendent, if he/she has more than 10 years’ service to the District, will receive a \$3,500.00 retirement allowance on the date the Superintendent formally retires from the District. If a retirement incentive is offered to teachers during the fiscal year the Superintendent decides to retire, the Superintendent can choose that retirement incentive instead of the retirement allowance provided by the terms of this Contract.
- H. **Payroll Deductions** - The District agrees to accept the provisions of General Laws, Chapter 292, relative to deductions for credit unions and annuities.

The District will provide a Flexible Spending Plan (FSA) and/or Health Savings Account (HSA) to all staff and will deduct an annual fee, to be deducted from participating members to cover the account cost mandated by the provider and district administrative costs. If there are no costs mandated by the provider, the District will waive the administrative costs.



- 1) The District agrees to accept the provisions of General Laws, Chapter 292, relative to deductions for credit unions and annuities.
- 2) All monies so deducted under the preceding sections shall be remitted to the appropriate parties promptly in accordance with such procedures as desired by the employee provided it coincides with the payroll.
- 3) The District will agree to accept the provisions of the law which provide that the employee may participate in tax-sheltered annuities in accordance with payroll periods of the Berkshire Hills Regional School District.

I. **Personal Days** - The Superintendent shall be granted temporary leaves of absence without loss of pay for the following reasons:

1. In the event of the death of the spouse, child, brother, sister or parent of the Superintendent, for a period not in excess of five (5) consecutive calendar days. The beginning of such leave is to commence within 24 hours of the date of death. This leave also applies to any other person who acted in the capacity of a parent or child.
3. In the event of the death of a grandparent, mother-in-law, father-in-law, aunt or uncle of the administrator, for a period not in excess of three consecutive calendar days. The beginning of such leave is to commence within 24 hours of the date of death.
3. For purposes of religious observance if the religious convictions of the Superintendent prohibit him/her from working on said day with said time to be taken as personal days or non-work days.
4. For attendance at legal proceedings, including administrative hearings.
5. For rendering necessary care to an ill member of the Superintendent’s immediate family (Superintendent’s spouse, child, parent), provided always, such leave shall not exceed five (5) days in any one work year. Such leave shall be deducted from the Superintendent’s sick leave days.
6. The Superintendent shall be entitled to temporary leaves of absence for those legal, business, household or family matters that cannot be taken care of after work hours, but not for illness or leaves under paragraphs 1 -5 of this article, provided that the total number of days of leave in the aggregate shall not exceed three (3) work days in any contract year.

J. **Leaves of Absence** - Family and Medical Leave will be granted to the Superintendent in accordance with the Family and Medical Leave Act (FMLA) of 1993 as regulated by the U.S. Department of Labor.

K. **Non-Work Days** - The Superintendent shall have the following designated as non-work days: New Year’s Eve Day, New Year’s Day, Martin Luther King Day, Washington’s Birthday, Patriot’s Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. Good Friday shall be a non-work day as long as it remains a non-work day. If Christmas occurs on a Tuesday, Wednesday or Friday, the previous day will be a non-work day, and if Christmas falls on a Monday or Thursday, the following day will be a non-work day. If Christmas or the Fourth of July occurs on Sunday, the ensuing Monday will be a non-work day.

5. **EXPENSES**

A. The District shall pay or reimburse the Superintendent for reasonable expenses approved by the District, and incurred by the Superintendent in the performance of his/her duties under this Contract. For purposes of this provision, expenses include, are but not limited to, the cost of texts and professional library materials, tuition, fees and expenses for participation in conferences, seminars, and/or courses.

6. **TRANSPORTATION**

The District shall reimburse the Superintendent for all business travel, consistent with the Internal Revenue Code, as well as regulations and rulings thereunder. The Superintendent shall be reimbursed monthly for all business related travel.

7. **PROFESSIONAL LIABILITY**

A. The District agrees that it shall, to the extent permitted by Massachusetts law, defend, hold harmless and indemnify, the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his/her official and/or individual capacity as an employee of the District, provided the incident arose while the Superintendent was acting within the scope of his/her employment, but excluding any criminal litigation. However, in no case, will individual Committee members be considered personally liable for indemnifying the Superintendent against such demands, claims, actions and legal proceedings.

B. The District shall not be required to pay any costs of any legal proceedings in the event the District and the Superintendent have adverse interests in any litigation.

8. **EVALUATION**

The Committee shall evaluate and assess, in writing, the performance of the Superintendent at least once a year during the term of the contract. The evaluation and assessment shall be

reasonably related to the job description of the Superintendent and the goals and objectives of the District for the year in question.

9. **RENEWAL OF EMPLOYMENT CONTRACT**

This contract of employment shall extend for one (1) additional contract year unless the Committee votes not to extend this Contract, and notice is given to the Superintendent notifying him/her of the Committee’s vote not to extend this contract, in which event this contract shall expire on June 30, 2024. Such notice shall be sent via e-mail, return receipt requested, to the Superintendent’s e-mail address or delivered to him/her in person at least 60 days prior to June 30, 2024. If the term does not expire on June 30, 2024, but rather is extended for one (1) additional contract year, then the Contract shall expire on June 30, 2025.

10. **TERMINATION OF EMPLOYMENT CONTRACT**

The employment contract may be terminated by:

- A. Mutual Agreement of Parties
- B. Retirement of the Superintendent
- C. Termination by the Committee with the Superintendent’s Concurrence -The District may propose to terminate the employment contract without cause upon one hundred eighty days’ (180) written notice to the Superintendent.
- D. Termination by the Superintendent - The Superintendent may terminate this Contract by providing written notice to the Committee (90) ninety days prior to the effective date of termination.
- E. The Committee may terminate this Contract immediately for good cause and after providing written notice to the Superintendent outlining the factual basis for the proposed termination.

11. **SAVINGS CLAUSE**

If, during the term of this Contract, a specific clause in this Contract is found to be illegal under federal or state law, then such clause shall cease to be operative, but the remainder of the Contract shall remain in force.

In Witness Whereof, the Berkshire Hills Regional School District has caused the Employment Contract to be approved on its behalf by a duly authorized officer, and the Superintendent has approved the Contract effective on the day and year specified in Paragraph 1.

Governing Committee of the Berkshire Hills Regional School District of Great Barrington, Stockbridge and West Stockbridge

BY:

Berkshire Hills Regional School District  
School Committee Chairman:

\_\_\_\_\_

Signature

Superintendent:

\_\_\_\_\_

Signature

Witness:

\_\_\_\_\_

Date:

\_\_\_\_\_