

**CONTRACT OF EMPLOYMENT BETWEEN  
THE READING SCHOOL DISTRICT  
AND  
JOHN F. DOHERTY**

THIS AGREEMENT is effective the first day of July 1, 2018, between the Reading School Committee, hereinafter referred to as the "Committee," and John F. Doherty 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 John Doherty 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, 2018 through June 30, 2021. On or before June 30, 2020, the Committee shall vote and put in writing to the Superintendent whether the Committee intends to extend the contract for one more year to June 30, 2022. If the Committee does not take such action by June 30, 2020 on whether or not to extend the contract of the Superintendent beyond June 30, 2021, the agreement shall renew for an additional year to June 30, 2022. This agreement shall not extend beyond June 30, 2022.

**3. COMPENSATION**

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

1. Effective 7/1/2018: \$ 183,067. This salary may be reviewed after all collective bargaining negotiations for all units have been completed.
2. Each subsequent July 1st will be subject to negotiations which shall commence on/or before April 1 of each subsequent year.

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). He shall fulfill all aspects of this Agreement. He shall faithfully, diligently, and competently perform his duties and responsibilities as provided herein and the statutes and regulations of the Commonwealth. He 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 he has been furnished with a written notice of intent to dismiss and with an explanation of the grounds for the dismissal, and, if he so requests, has 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 him 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 he sees fit, provided they do not interfere with or derogate from the performance of his 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. The Superintendent is eligible for reimbursement for reasonable expenses incurred directly as a result of his work for the School District and with prior written approval of the School Committee. This includes, but is not limited to, professional dues, mileage, cell phone, expenses for workshops/conferences and other professional improvement sessions. Such reimbursable expenses shall have been approved, in writing, in advance by the Chairperson of the School Committee.

B. The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development the Committee shall pay for the Superintendent's participation in an executive mentoring program or similar activity during his first three years of employment.

## **9. TUITION REIMBURSEMENT**

A. The Superintendent, subject to the following terms and conditions, shall be entitled to tuition reimbursement up to one thousand and six hundred dollars (\$1,600) each contract year:

- (a) The course/s must be approved, in advance, by the Committee.
- (b) The Superintendent must obtain a grade B or better.

B. In addition, the Superintendent shall be reimbursed for up to \$5,000 annually for student loans related to tuition reimbursement that was related to his doctoral program. This reimbursement will continue for the length of the loan provided that the Superintendent remain in his current role as Superintendent of Schools.

## **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 (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, periods of leave for personal reasons such as funerals or legal proceedings shall be subject to the approval of the Chairperson of the Committee. Such approval shall not be unreasonably withheld. 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 notify the Chairperson of the Committee in advance of his 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. In the year of the termination of this Agreement, all vacation must be taken prior to 6/30 or will be lost, provided, however, that in the event the Superintendent was not allowed or able to take vacation days to which he was entitled prior to said date (either vacation he was allowed to carry over from prior years or any then current year vacation to which he was entitled), he will be compensated for such time at the then applicable rate of pay. Subject to the foregoing, 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.

If the Superintendent should resign or retire prior to June 30th, he will receive a pro rata share of vacation days based upon the number of months worked during the fiscal year in which the resignation or retirement occurs.

## **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 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, on or about June 15 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's 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, he 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. 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.

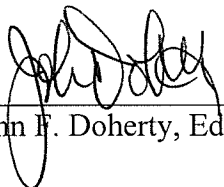
**20. COUNTERPARTS**


This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument,

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this 27 day of June, 2018.

SUPERINTENDENT By:

READING SCHOOL COMMITTEE By:

  
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John F. Doherty, Ed.D. Superintendent

  
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Charles R. Robinson, Chairperson