

STATE OF VERMONT)	PROFESSIONAL
)	EMPLOYMENT CONTRACT
)	BETWEEN THE BOARD OF
)	SCHOOL DIRECTORS AND
SOUTH BURLINGTON)	Dr. Joseph Clark
SCHOOL DISTRICT)	

This Employment Contract (Contract) is made and entered into this 21st day of December, 2025, and effective as of January 1, 2026, hereby replacing Superintendent's Interim Employment Contract, by and between the South Burlington Board of School Directors, acting on behalf of the South Burlington School District (hereinafter referred to as either "Board" or "District") and Dr. Joseph Clark, currently of Essex, Vermont (hereinafter referred to as "Superintendent").

WHEREAS, the Board desires to appoint Superintendent as its Superintendent of Schools and provide Superintendent with a written Contract in order to enhance administrative stability and continuity within the District, which the Board believes will generally improve the overall quality of its educational program; and

WHEREAS, the Board and Superintendent believe that a Contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their respective duties and responsibilities in the operation of the schools of South Burlington, Vermont.

NOW, THEREFORE, the Board and Superintendent, for good and valuable consideration herein specified, agree as follows:

1. APPOINTMENT AND TERM

1.1 The Board hereby appoints and Superintendent hereby accepts the appointment as Superintendent of Schools for the District for a term commencing as of January 1, 2026, and ending June 30, 2030, unless sooner terminated or extended in accordance with the terms and conditions hereof.

1.2 This Contract may be extended for an agreed upon additional period if a mutually acceptable written agreement is executed by the parties hereto prior to the expiration date of this Contract.

1.3 Legislative Consolidation. If any new Vermont legislation or state mandate abolishes the District or requires its merger with another district, the District shall use its reasonable efforts to ensure the Superintendent continues to be employed by the new entity under terms as similar as possible to this Contract. If such employment cannot be secured despite these reasonable efforts, this Contract shall terminate on the effective date of such abolition or merger subject to the payment obligation set forth in Section "SEVERANCE PAY IN CASE OF TERMINATION WITHOUT CAUSE OR LEGISLATIVE CONSOLIDATION" hereof.

2. CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

2.1 As a precondition of the effectiveness of this Contract, and as a continuing requirement throughout the life of this Contract for serving as Superintendent:

2.1.1 Superintendent will hold a valid and appropriate license/certification to act as a Superintendent of Schools in the State of Vermont and shall also satisfy any other qualifications for such service imposed by state law and/or regulation, including the South Burlington City Charter and District policy.

2.1.2 Superintendent will maintain a place of residence in South Burlington, VT or surrounding area, not more than 50 miles from the South Burlington School District's central administrative offices.

2.2 Superintendent shall be responsible for exercising the authority of a Superintendent of Schools under the laws of the State of Vermont and the City of South Burlington. As such, Superintendent shall have charge of the administration of the District as chief executive officer subject to the oversight and direction of the Board. Superintendent shall select all licensed professional staff subject to the approval of the Board, and shall select, organize and assign all other District personnel in a manner that best serves the District. Superintendent shall oversee the instructional programs and business affairs of the District; shall from time to time suggest regulations, rules, and procedures deemed necessary or desirable for the well ordering of the District; and in general, perform all duties incident to the office of Superintendent of Schools as prescribed by law and by the Board from time to time.

2.3 Superintendent shall have the right to attend all Board meetings and all Board committee meetings, to serve as an ex officio member thereof, and to provide administrative recommendations on each item of business considered, except as otherwise provided herein. The Board may only exclude Superintendent or Superintendent's representative from executive session for the purpose of discussing the Board's evaluation of, compensation for, and/or relations with Superintendent, or for the purpose of preparing for teacher, administrator or support staff negotiations following receipt of Superintendent's recommendations concerning such matters, or otherwise as required by law.

2.4 The Board and its members shall promptly refer substantive criticisms, complaints, and suggestions called to the Board's attention to Superintendent for study and appropriate action, and Superintendent shall investigate such matters, or cause such matters to be investigated to the extent necessary and/or appropriate and shall inform the Board of the results of any such investigations.

2.5 Superintendent agrees to devote Superintendent's working time, skill, labor, and attention to said employment for the duration of this Contract.

2.6 The Board acknowledges that the Superintendent may engage in outside professional activities, including but not limited to consulting, university teaching, speaking engagements, and writing. The Superintendent is permitted to undertake such activities for remuneration, provided that: (a) Such activities do not interfere with the performance of the

Superintendent's duties and responsibilities under this Contract; (b) Such activities do not create a conflict of interest with the District; and (c) The Superintendent requests advance permission from the Board Chair for any significant recurring commitments (such as a university course). If such activities require the Superintendent's absence during normal District business hours, the Superintendent shall use accrued vacation or personal leave, unless the Board Chair determines that the activity benefits the District and waives the leave requirement. Any honoraria or compensation received for such outside activities shall belong solely to the Superintendent.

3. COMPENSATION

3.1 The Board shall pay Superintendent an annual salary in twenty-six (26) equal installments.

3.1.1 For the period of January 1, 2026, through December 31, 2026, Superintendent's annual salary shall be Two Hundred Thousand (\$200,000) dollars.

3.1.2 As of January 1, 2027, and as of each succeeding January 1 for the duration of this Contract, Superintendent's annual salary shall be increased by the amount of the increase in the U.S. Bureau of Labor Statistics Consumer Price Index for all items in the Northeast (CPI-U Northeast) for the 12 months ending September of the previous year, subject to a minimum annual increase of two (2%) percent and a maximum annual increase of five (5%) percent.

4. BENEFITS

4.1 Superintendent shall be entitled to the following fringe benefits:

4.1.1 Health Stipend: The Board shall provide Superintendent with ten thousand (\$10,000) dollars annually in twenty-six (26) equal installments in lieu of District provided health insurance, if the Superintendent provides the Board with appropriate evidence of Superintendent's enrollment in an alternative health insurance program of Superintendent's choosing at Superintendent's sole expense. For any period(s) of this Contract, however, Superintendent may elect instead to be covered by Vermont's health insurance program for educational employees, in which case this benefit shall not be due or payable during that period.

4.1.2 Section 403(b) Stipend: The Board shall provide Superintendent with ten thousand dollars (\$10,000) annually in twenty-six (26) equal installments in lieu of District contributions to Superintendent's Section 403(b) Deferred Compensation plan.

4.1.3 Life Insurance: The Board shall provide Superintendent with a term life insurance policy in the amount of four hundred and twenty-five thousand (\$425,000) dollars designating a beneficiary(ies) of Superintendent's choosing if Superintendent establishes Superintendent's eligibility for such coverage.

4.1.4 Vacation and Holiday Leave: Superintendent shall be entitled to twenty-five (25)

calendar days of vacation annually, exclusive of the holidays recognized by the District. Superintendent may roll over up to 10 unused vacation days annually. As earned compensation, any accrued vacation days not used prior to the expiration or earlier termination of the Contract shall be paid at the per diem rate in effect at that time.

4.1.5 **Sick Leave:** Superintendent shall be entitled to fifteen (15) calendar days of sick leave annually. Unused sick leave days from a Contract year may be rolled over into the next contract year to a maximum accumulation of thirty (30) calendar days. Sick leave days not used prior to any termination of this Contract prior to its expiration shall be forfeited. At the expiration date of this Contract or any extended expiration date, or in case of termination without cause or legislative consolidation, however, Superintendent shall be entitled to receive compensation for up to thirty (30) accumulated but unused sick days at the then applicable compensation rate.

4.1.6 **Personal Leave:** Superintendent shall be entitled to three (3) personal days per year to be used to conduct personal business which cannot reasonably be accomplished at any other time. Unused personal days shall not accumulate from year to year, and personal leave days not used prior to the expiration or earlier termination of this Contract shall be forfeited.

5. REIMBURSEMENT OF WORK-RELATED EXPENSES

5.1 The District shall reimburse Superintendent for reasonable business-related travel and other expenses, as provided in and limited by the District's budget, incurred in the course of performing Superintendent's professional duties, including those expenses associated with attendance at one national professional conference per year as selected by the Superintendent in order to maintain and improve his skills as Superintendent.

5.2 The District also encourages, subject to such budgetary limitations, the continuing professional growth of Superintendent through membership, dues payment and participation in (a) the American Association of School Administrators, the Vermont Superintendents Association and any other professional group membership which Superintendent reasonably believes is necessary to maintain and improve his professional skills; (b) the operations, programs and other activities conducted or sponsored by local and state school administrator and school board associations; (c) remote attendance at other national seminars and courses offered by public or private educational institutions; and (d) consultation with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform professional responsibilities for the Board.

5.3 The Board shall reimburse Superintendent a total of four hundred (\$400) dollars per month for the use of Superintendent's personal vehicle in lieu of mileage and for the expenses of having and operating a cell phone for District business. The cell phone shall be solely for the use of Superintendent and used primarily to carry out Superintendent's duties. Superintendent is advised that any records generated may be subject to disclosure under Vermont's Access to Public Records Law.

6. PROFESSIONAL LIABILITY AND INSURANCE COVERAGE

6.1 The District shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual or official capacity as an agent/employee of the District, provided the incident or occurrence giving rise to the claim or action took place while Superintendent was acting within the scope of Superintendent's employment.

6.2 In no case shall Board members be held personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings.

6.3 The Superintendent shall ensure that the District has adequate insurance coverage by ensuring that the District secures and maintains property, disability, general liability, professional liability, and any other relevant insurance with an insurance company registered to do business in Vermont which protects Superintendent, District Employees, and Board members at reasonable liability limits.

7. EVALUATION

7.1 The Board and Superintendent shall meet at any time the Board may request for the purpose of providing feedback to Superintendent.

7.2 The Board shall evaluate the Superintendent according to the current policies of the District.

8. TERMINATION

8.1 RESIGNATION

8.1.1 If Superintendent should at any time elect to resign the position, Superintendent agrees to provide the Board at least ninety (90) calendar days prior written notice of such resignation. After at least ninety (90) calendar days following the delivery of such notice to the Board, this Contract and all rights and obligations created hereunder shall terminate upon the effective date of such resignation. If such resignation is formally accepted by the Board, such written resignation may not be revoked by Superintendent without the written consent of the Board.

8.2 TERMINATION FOR CAUSE

8.2.1 The Board may terminate this Contract for cause as follows:

8.2.1.1 If Superintendent fails, neglects, or refuses to perform the duties of Superintendent of Schools, except for disability;

8.2.1.2 If Superintendent is convicted of a crime that is classified as a felony under federal or Vermont law;

8.2.1.3 If Superintendent engages in conduct which is prejudicial to the District, including but not limited to unprofessional conduct; or

8.2.1.4 If Superintendent fails to adequately address performance deficiencies of which Superintendent was duly notified by the Board during the evaluation process described in this Contract.

8.2.2 In order to terminate for cause, the Board must provide written notice to the Superintendent of its intention to consider such an action, invite the Superintendent to a hearing with right to counsel, wait at least 14 days, and then pass a termination resolution at a regular or special School Board meeting by a majority vote of the full Board.

8.3 TERMINATION DUE TO DISABILITY

8.3.1 Subject to meeting its obligations under the U.S. Family and Medical Leave Act (FMLA) and Vermont's Parental and Family Leave Act (PFLA), in the event of disability by illness or incapacity that precludes performance of the duties of Superintendent's position for a period of at least ninety (90) continuous calendar days, or indefinitely into the future, the Board may terminate this Contract by written notice to Superintendent. Except for any notification which may be required by law, including but not limited to notice of COBRA rights, all obligations of the District shall cease upon such termination.

8.3.2 If a question arises concerning the capacity of Superintendent to perform the duties of the position due to disability, the Board may require Superintendent to submit to a medical examination, at District expense, to be performed by a certified physician of the Board's choice. The physician shall submit a report to the Board as to whether Superintendent will be capable of resuming the duties and responsibilities of the position within ninety (90) calendar days.

8.4 TERMINATION WITHOUT CAUSE

8.4.1 The Board may terminate the employment of Superintendent under this Contract without cause in Board's sole and exclusive discretion.

8.4.2 In order to terminate without cause, the Board must provide written notice to the Superintendent of its intention to consider such an action, invite the Superintendent to a hearing with right to counsel, wait at least 14 days, and then pass a termination resolution at a regular or special School Board meeting by a majority vote of the full Board.

9. SEVERANCE PAY

9.1 CALCULATING TERMINATION BENEFITS

9.1.1 For the purposes of calculating termination benefits, annual vacation leave shall be prorated on a per diem basis from the start of the Contract year and unused days credited accordingly; in the event that Superintendent has taken more vacation days in the current contract year than have accrued prior to the date of termination, the excess shall be deducted from any applicable severance pay, beginning with previously accrued but unused vacation leave.

9.2 SEVERANCE PAY IN CASE OF TERMINATION DUE TO RESIGNATION

9.2.1 If this Contract is terminated by Resignation, all salaries, vacation leave, sick leave, and other emoluments and benefits which are or would be payable or accrue to Superintendent under this Contract shall terminate as of the effective date of the resignation.

9.3 SEVERANCE PAY IN CASE OF TERMINATION WITHOUT CAUSE OR LEGISLATIVE CONSOLIDATION

9.3.1 If this Contract is terminated without cause or due to legislative consolidation, the District shall pay the Superintendent's salary and benefits for a continuing period of three (3) months if effective date of termination is before July 1, 2027 or for six (6) months if effective date of termination is after July 1, 2027, without accruing additional leave and subject to appropriate withholdings and upon the execution of a general release satisfactory to the Board and the District's legal counsel. This shall be the sole contractual remedy available to Superintendent in case of termination without cause or legislative consolidation.

9.4 SEVERANCE PAY IN CASE OF TERMINATION DUE TO DISABILITY

9.4.1 If Superintendent's employment is terminated due to disability, the District shall pay Superintendent, upon the execution of a general release satisfactory to the Board and the District's legal counsel, twenty five (25%) percent of all amounts remaining due for salary and benefits as set forth above from the date of termination through the remainder of the Contract term, less payments received through any applicable Workers Compensation or disability insurance program. Such payment shall be made in a lump sum, less federal and state withholdings, within 15 days' time.

9.5 SEVERANCE PAY IN CASE OF TERMINATION WITH CAUSE

9.5.1 In the event that Superintendent's employment is terminated for cause, Superintendent shall not receive any severance pay, but shall be paid all amounts due under this Contract through the date of termination.

10. ADMINISTRATIVE LEAVE

10.1 At any time during the term of this Contract, if the Board deems it in the best interest of the District, it may instruct the Board Chair to advise and then place Superintendent on administrative leave with full pay and benefits. Such administrative leave shall continue until the Board decides otherwise.

11. SAVINGS CLAUSE

11.1 If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under either federal or state law, the remainder of the Contract not affected by such ruling shall remain in full force and effect.

12. APPLICABLE LAW

12.1 This Contract shall be interpreted in accordance with the laws of the State of Vermont.

13. RESOLUTION OF DISPUTES

13.1 Should any dispute arise between the parties as to the application of any provision of this Contract, such dispute shall first be submitted to an impartial mediator selected by the parties. If the parties cannot agree on the selection of a mediator, or mediation fails, such dispute will be arbitrated through the processes of the American Arbitration Association.

14. ACKNOWLEDGEMENT OF ARBITRATION

14.1 The parties hereto acknowledge that this Contract contains an agreement to arbitrate. After signing this Contract, both parties understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, the Board has caused this Contract to be executed on its behalf by its duly authorized Chair and Superintendent has voluntarily executed this Contract to be effective on the day and year specified above.

By: Seamus Abshere Date: 2025-12-21
Chair, South Burlington
Board of School Directors, Duly Authorized

By: Joseph P. Clark Date: 2025-12-21
Superintendent

Audit trail

Details

FILE NAME Joe Clark Superintendent Contract 2026-2030.pdf - 12/21/25, 11:51 AM

STATUS  Signed

STATUS TIMESTAMP 2025/12/21
17:34:53 UTC

Activity



seamus.abshere@faraday.io **sent** a signature request to:

- Joseph P. Clark (joclark@sbschools.net)
- Seamus Abshere (sabshere@sbschools.net)

2025/12/21
16:52:17 UTC



Signed by Joseph P. Clark (joclark@sbschools.net)

2025/12/21
16:57:57 UTC



Signed by Seamus Abshere (sabshere@sbschools.net)

2025/12/21
17:34:53 UTC



This document has been signed by all signers and is **complete**

2025/12/21
17:34:53 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.