

EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE BERLIN-BOYLSTON REGIONAL SCHOOL COMMITTEE,
UNION #60 SCHOOL COMMITTEE
AND

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Berlin-Boylston Regional School Committee and the Union #60 School Committee (hereinafter referred to as "the Committees") and _____ (hereinafter referred to as "the Superintendent"). This Agreement will be effective as of July 1, 2014 and all agreements in effect between the Committee and the Superintendent prior to July 1, 2014 shall be superseded by this Agreement effective July 1, 2014. For mutual consideration expressed herein, the parties agree as follows:

1. **EMPLOYMENT:** The Committees hereby agree to continue to employ _____ as Superintendent of the Berlin-Boylston Regional Schools and Union #60 Public Schools, composed of the Berlin Public Schools and the Boylston Public Schools, (hereinafter referred to as "the Berlin-Boylston Public Schools") and the Superintendent accepts such continued employment, on the terms and conditions contained in this Agreement.

2. **DURATION:** The Superintendent shall continue to be employed as the Superintendent of the Berlin-Boylston Public Schools for the three (3) year period from July 1, 2014 through June 30, 2017, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. No later than August 1, 2016, the Committees shall notify the Superintendent in writing as to whether or not they desire to continue the Superintendent's employment beyond June 30, 2017. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2017. If they are unable to agree upon a new employment agreement or an extension of this Agreement, then this Agreement will expire and the Superintendent's employment will end on June 30, 2017. However, both the Committees and the Superintendent acknowledge and agree that this provision is subject to and limited by the language contained in paragraph 12 of this Agreement.

3. **COMPENSATION:**
 - A. **SALARY:** The Superintendent will be paid in accordance with the following schedule:

<u>Contract Year</u>	<u>Salary</u>
July 1, 2014-June 30, 2015	\$145,500
July 1, 2015-June 30, 2016	\$147,500
July 1, 2016-June 30, 2017	\$149,500

The Superintendent's salary shall be earned ratably through each of the contract years and shall be prorated for work of less than a full contract year. The Superintendent's salary shall be paid in installments in accordance with the rules governing payment of other professional staff in the Berlin-Boylston Public Schools.

- B. **ANNUITY:** The Committee shall make a contribution of \$5,000 per contract year, commencing with the July 1, 2014- June 30, 2015 contract year, to an insurance company of the Superintendent's choice for an annuity contract consistent with M.G.L. c.71 §37B and section 403(b) of the IRS code and applicable regulations. Payment will be made on or about the last payroll period of each contract year.

4. **WORK YEAR, LEAVE BENEFITS**

- A. **WORK YEAR:** The work year for the Superintendent is twelve months commencing July 1st of each contract year and ending the following June 30th. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Superintendent for the Berlin-Boylston Public Schools, including the Berlin Public Schools, the Boylston Public Schools and the Berlin-Boylston Regional Public Schools.

- B. **VACATION LEAVE:** The Superintendent shall be entitled to a total of twenty-five (25) vacation days per contract year accrued at a rate of 2.083 days per month. A maximum of ten (10) vacation days may be carried over from contract year to contract year, so that at any one time the maximum number of vacation days which are available will be thirty-five (35). At the expiration, termination, or cancellation of this contract, shall receive an amount of money equivalent to the amount of her per diem pay at the time of expiration, cancellation or termination of the contract (calculated by annual base salary divided by 261) multiplied by the number of accumulated earned unused vacation leave days not to exceed thirty-five (35) days.

- C. **SICK LEAVE:** The Superintendent will be eligible for a total of twenty (20) sick days per contract year accrued at a rate of 1.667 days per month and may carry over unused accrued sick leave days into subsequent contract years up to a maximum of sixty (60) days.

- D. **HOLIDAYS:** The Superintendent shall receive the following twelve (12) holidays:

New Year's Day	Independence Day
Martin Luther King Jr. Birthday	Labor Day
Presidents' Day	Columbus Day
*Good Friday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day

*Subject to school not being in session.

- E. **PERSONAL LEAVE:** Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, a reasonable amount of time off during the day, as determined by the Committees, for important personal business or emergencies will be allowed without loss of pay or deduction from vacation leave. No more than three (3) personal days may be requested unless approved by the Chairs of the Committees.
- F. **BEREAVEMENT LEAVE:** will be entitled to bereavement leave of up to five (5) consecutive working days in the event of the death of her spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, stepparent, step/foster child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

will also be entitled to one (1) day per fiscal year of bereavement leave to attend the funeral in the event of the death of any other relative or friend.

5. **REIMBURSEMENT EXPENSES:** The Committees shall reimburse the Superintendent for all reasonable, documented expenses incurred in the performance of her duties upon the receipt of written vouchers submitted periodically, including phone expenses (home land line), meals, lodging expenses, conference expenses for conferences approved in advance by the Committees, as well as membership dues for organizations approved in advance by the Committees not to exceed two thousand (\$2,000) dollars per contract year.

Memberships, dues and conferences related to the school system will not be considered part of the total reimbursement in Section 5. These are Massachusetts Association of School Committees (MASC) and the joint MASC/MASS conference activities, Massachusetts Association of Regional Schools (MARS), Massachusetts Association of School Superintendents (MASS), and Worcester County Superintendents' Association.

The Superintendent shall be reimbursed for travel within the districts or State in conducting business in accordance with the position of Superintendent of the Berlin, Boylston, and Berlin-Boylston Regional School Districts in an amount not to exceed two thousand four hundred (\$2,400) dollars per contract year.

Total reimbursement pursuant to this Section 5 shall not exceed four thousand four hundred dollars (\$4,400) per contract year.

Computer: The Committees shall provide a laptop computer for the Superintendent's use in her place of residence. The computer and any related equipment purchased shall be the property of the Committees and shall be promptly returned to the Committees upon expiration, termination, or cancellation of this Agreement by either party.

Cell Phone: The Committees shall provide the monthly sum of \$100 in reimbursement to the Superintendent for her use of a cell phone which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

iPad: The Committees shall provide an iPad for the Superintendent's use. The iPad and any related equipment shall be the property of the Committees, including applications purchased for such equipment, and shall be promptly returned to the Committees upon expiration, termination, or cancellation of this Agreement by either party.

6. **INSURANCE:**

- A. **GROUP HEALTH INSURANCE.** The Superintendent may elect to obtain group health insurance available to employees and their dependents in the Berlin-Boylston Regional School District on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Berlin-Boylston Regional School District, and the Superintendent recognizes that the Berlin-Boylston Regional School Committee may change such terms and conditions and such insurance from time to time. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure ("HIRD") form.

- B. LONG TERM DISABILITY INSURANCE.** The Superintendent may elect to purchase long-term disability ("LTD") insurance through the group long-term disability insurance plan offered to employees of the Berlin-Boylston Regional School District on the same terms and conditions as such insurance is available to non-unionized employees of the Berlin-Boylston Regional School District, and the Superintendent acknowledges and agrees that the Berlin-Boylston Regional School Committee retains the right to and may change such policy and/or insurance provider from time to time. If the Superintendent purchases such LTD insurance, upon the Superintendent's written request, the Committee shall reimburse her for the premium cost of such LTD insurance up to a maximum of six hundred twenty one dollars (\$621.00) per contract year.
7. **DUTIES:** The Superintendent shall have charge of the administration of the public schools of Berlin, Boylston, and Berlin-Boylston Regional (collectively Union #60) consistent with law and committee policies and directives. She shall be the chief executive officer of the School Departments and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Berlin, Boylston, Berlin-Boylston Regional and Union #60 public schools, consistent with law and policy. She shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. She shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. She shall construct school committee meeting agendas in consultation with and at the direction of the committee chairpersons. The Superintendent shall attend all meetings of the Berlin School Committee, the Boylston School Committee, the Berlin-Boylston Regional School Committee, and the Union #60 School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to her own employment and/or employment agreement are under consideration. She shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the school committees, as they may be promulgated or modified from time to time.
8. **ANNUAL GOALS AND EVALUATION:** Before May 1st of each year of this Agreement, the Berlin-Boylston Regional and Union #60 Committees and the Superintendent shall cooperate in the Committees' development of School District goals and objectives. The Committees shall prepare and communicate to the Superintendent in a written assessment of the progress toward and/or achievement of such goals and objectives in an evaluation of the Superintendent, to which the Superintendent may prepare a response. The assessment and response, if any, by the Superintendent shall be utilized by the Committees and the Superintendent in developing goals and objectives for subsequent years. The Berlin-Boylston Regional and Union #60 Committees shall meet with the Superintendent at least once each Contract Year, prior to November 1 of that Contract Year, for the purpose of discussing the progress of the School Districts toward the achievement of goals and objectives.

The Berlin-Boylston Regional School Committee's Chairperson and Union #60 School Committee's Chairperson or their designees shall prepare a composite summary statement of the Superintendent's performance which will be considered, subject to amendment(s), and voted by the Committees as the Committees' evaluation of the Superintendent at a meeting of the Committees in May which shall be held in open session in accordance with the provisions of Massachusetts General Laws, chapter 39, § 23B. The Superintendent understands and agrees that her evaluations may be made public. The parties agree that the Committees will be guided by the Implementation Guide for Superintendent Evaluation contained in the Massachusetts Model

System for Educator Evaluation published by the Massachusetts Department of Elementary and Secondary Education.

9. **CERTIFICATE:** The Superintendent hereby represents to the Committees that she is currently certified to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Education, and the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate certificate or license qualifying her to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time.

10. **PROFESSIONAL ACTIVITIES:** The Superintendent shall devote her full time, attention, and energy to the business of the public school districts of Berlin, Boylston, Berlin-Boylston Regional and Union #60. However, the Committees encourage the continuing professional growth of the Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent, in:
 - A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
 - B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
 - C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School District.

In addition to reimbursements consistent with Section 5 of this agreement, reimbursements up to \$3,000 per contract year will be made available for any of the professional activities listed in this Section 10.

The Superintendent may engage in activities such as teaching, lecturing, or consulting, in addition to employment with the District, provided that these activities do not interfere with the Superintendent's full and faithful discharge and performance of her duties and responsibilities as specified in this Agreement. If the Superintendent's engagement in such activities requires the Superintendent to be absent from the school districts on a work day, she must obtain prior approval to engage in such activity from the Berlin-Boylston Regional and Union #60 Committees. In the event that Committee meetings are scheduled to occur after such proposed activity, the Superintendent may apply to the Committee chairpersons or his/her designee for authorization.

11. INDEMNIFICATION:

- A. In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committees agree to provide legal counsel and to indemnify the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the 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 Superintendent is acting within the scope of her employment or under direction of the Committees. The parties understand and agree that this indemnification provision shall not apply to actions by the Committees to suspend and/or terminate the Superintendent.
- B. As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committees.
- C. This Section 11 shall survive the termination of this Agreement.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

- A. **By the Committees With Cause**
During the term of this Agreement, the Committees may suspend the Superintendent from her position as Superintendent and/or may terminate her employment and this Employment Agreement for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Committees in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system(s). Prior to any termination for cause, the Committees shall provide the Superintendent with written notice of the reason, reasons, charge or charges against her, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committees within seven (7) calendar days of receipt of such written notice, the Committees shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of Massachusetts General Laws chapter 39, § 23B. The Superintendent shall be entitled to have her legal counsel present to advise her. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committees, after such hearing, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committees shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.
- B. **By the Committees Without Cause**
The Committees may terminate this Employment Agreement and the Superintendent's employment at any time prior to October 1, 2016 without cause by providing the Superintendent with at least one-hundred twenty (120) calendar days written notice and paying the Superintendent an early termination payment of sixty seven thousand five hundred dollars (\$67,500) minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. In the event of termination pursuant to this paragraph, with the exception of the early termination

payment which shall be paid on or by the effective date of termination, the Committees shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

C. For Disability

If the Superintendent is absent from work on account of a disability for more than one hundred (100) calendar days, the Committees shall have the option of terminating her employment and this Employment Agreement. If the Committees exercise their option to terminate the Superintendent's employment and this Employment Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

D. By the Superintendent

The Superintendent may terminate her employment by submitting her written resignation to the Committees with as much advance notice as possible but no less than one hundred twenty (120) days advance notice. In the event of termination pursuant to this paragraph, the Committees shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation.

E. Arbitration

Any controversy 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 shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. 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 provision of M.G.L. c. 150C or if 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. The parties agree to submit to subpoenas issued by the arbitrator.

13. **NOTICES:** All notices required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committees with a copy sent by certified mail to the home address of the Chairperson of the Berlin-Boylston Regional and Union #60 Committees.
14. **ENTIRE AGREEMENT:** This Agreement contains the whole agreement between the Committees and the Superintendent commencing July 1, 2014. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set forth in writing and signed by the parties.
15. **SEVERABILITY:** If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or

unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

16. **GOVERNING LAW:** This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.
17. **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 will be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the 4th day of March, 2014.

By:

ON BEHALF OF THE BERLIN-BOYLSTON REGIONAL AND UNION #60 SCHOOL COMMITTEES BY:


Ruth Blandin, Chair Berlin-Boylston Regional and
Union #60 School Committees