

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
SCHOOL SUPERINTENDENCY UNION #71 COMMITTEE
AND
MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE
AND**

This Employment Agreement (hereinafter referred to as "this Agreement" or "this Employment Agreement") is made between the School Superintendency Union #71 Committee and Mount Greylock Regional School Committee (hereinafter referred to as "the Hiring Entities") and _____ (hereinafter referred to as "the Superintendent"). This Employment Agreement shall be effective as of July 1, 2015. For mutual consideration expressed herein, the parties agree as follows:

1. Term:

The Hiring Entities agree to employ the Superintendent and the Superintendent agrees to accept such employment for a term of three years, commencing July 1, 2015 and terminating on June 30, 2018, unless terminated earlier in accordance with the provisions of Section 10 herein and M.G.L. Chapter 71, Section 63.

For the purposes of this Agreement, a contract year shall commence on July 1st and end the following June 30th.

2. Compensation:

- a. In consideration of the salary for each contract year as provided herein, the Superintendent agrees to perform faithfully the duties of the Superintendent at the direction of the Hiring Entities. The Superintendent's salary shall be \$150,000 for the first contract year, July 1, 2015 through June 30, 2016. For the second contract year (July 1, 2016-June 30, 2017) the salary increase is to be negotiated. For the third year of the contract (July 1, 2017-June 30, 2018) the salary increase is to be negotiated.
- b. The Superintendent's annual salary shall be earned ratably throughout the contract year and shall be prorated for work of less than one full contract year. The Hiring Entities shall each pay its respective share of such annual salary in accordance with applicable provisions of the shared cost agreement.

3. Performance Evaluation:

The Superintendent shall be evaluated in accordance with M.G.L. Chapter 71 Section 38, Department of Elementary and Secondary Education (DESE) regulations, and the model superintendent evaluation instrument. Unless the parties agree otherwise, the Superintendent shall be provided with a copy of the written evaluation at least ten (10) days prior to the meetings between the Superintendent and each Hiring Entity scheduled to discuss the evaluation. Such meetings shall be held in open session in accordance with the provisions of Massachusetts General Laws chapter 30A, Sections §§ 18-25.

4. Duties and Responsibilities:

- a. The Superintendent shall be the superintendent and chief executive officer for the School Superintendency Union #71, the Williamstown Public Schools, the Lanesborough Public Schools and the Mount Greylock Regional School District. The Superintendent shall perform all the duties of and possess all the authority now or hereafter imposed upon or granted to a Superintendent of Schools under provisions of the statutes of the Commonwealth of Massachusetts and by rule or regulation of the Commissioner of Education, and applicable policies of the Williamstown School Committee, the Lanesborough School Committee, the School Superintendency Union #71 Committee, and Mount Greylock Regional School Committee.
- b. As way of example, and not limitation, the Superintendent shall be responsible for, among other things, hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing subordinates and employees in the School Superintendency Union #71 Committee, Williamstown Public Schools, the Lanesborough Public Schools, and the Mount Greylock Regional School District, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school systems, establishing and implementing sound financial management procedures and otherwise organizing the school system in a manner that best serves the educational needs of the students in the Williamstown Public Schools, the Lanesborough Public Schools, and the Mount Greylock Regional School District in accordance with Massachusetts General Laws and applicable federal laws and applicable school committee policies. The Hiring Entities may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that all additional duties and responsibilities prescribed by the Hiring Entities are consistent with those normally associated with the position of a Superintendent of Schools.
- c. The Superintendent shall, unless otherwise instructed by the Chair of such meeting, attend all meetings of the School Superintendency Union #71 Committee, the Williamstown School Committee, the Lanesborough School Committee, and the Mount Greylock Regional School Committee, and may participate in all school committee deliberations except when matters relating to his own employment are under consideration. He shall assist the chairperson of each of the school committees in setting agendas for school committee meetings and in preparing for school committee meetings. He shall advise the school committees on policies, procedures, and plans and shall take the initiative in presenting and recommending policies, procedures, and planning issues to the school committees.

- d. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Employment Agreement; provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities with or without remuneration, so long as such work and activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein. There will be no reimbursement of travel expenses for said work. If the professional activities require the Superintendent to be absent from the Williamstown, Lanesborough, and Mount Greylock Regional School Districts, he must notify the Committee Chairs of such absence.

5. Reimbursement for Work-Related Expenses and Professional Development:

Subject to the provisions in this Section 5, the Superintendent is authorized to incur reasonable expenses in connection with the performance of his duties including expenses for professional conferences, travel, lodging, and meal expenses approved by the Hiring Entities. The Hiring Entities will reimburse the Superintendent each month for all expenses upon presentation by the Superintendent of receipts and an itemized account of such expenditures.

- a. Membership dues. The Hiring Entities shall reimburse the Superintendent for memberships in AASA, MASS and ASCD up to a maximum of \$1,800 per contract year.
- b. Professional Development and Conferences. The Superintendent is expected to continue his professional development and to participate in professional meetings, conferences, and seminars at the local, state, and national level.

The Hiring Entities shall allocate \$7,000 in the first year, and \$4,500 in years two and three of this Employment Agreement for professional development and conferences. The increased allocation in first year is conditioned upon the Superintendent's participation in the Massachusetts New Superintendent Induction Program (NSIP) in the first year of this Employment Agreement.

- c. Mileage Reimbursement for Out of District Travel. The Hiring Entities shall reimburse the Superintendent for mileage expenses based on the reimbursement rate established by the IRS for any travel outside of the district on school business. Out of district travel shall not include travel in or between the towns of Williamstown and Lanesborough.

6. In District Travel

The Hiring Entities shall provide the Superintendent \$1,000 annually for expenses related to travel in and between the towns of Williamstown and Lanesborough, payable without presentation of receipts or itemized accounts.

7. Relocation Expenses

The Committee shall pay to the Superintendent the sum of \$2,500 within thirty (30) days of execution of this contract to offset expenses associated with relocation and assumption of this position. Such expenses may include, but are not limited to, reasonable and necessary travel expenses actually incurred relating to the interview(s) and/or meeting(s) with the Committee to discuss employment terms, relocation expenses including moving, travel and temporary living expenses for not less than six months and reasonable legal or other costs associated with the purchase of a residence.

8. Cellular Phone

The Hiring Entities shall provide the monthly sum of \$100 to the Superintendent for his use of a cellular phone which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.

9. Work Year, Leave Benefits, Group Health and Life Insurance:

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.

b. Vacation

The Superintendent shall be entitled to a total of twenty-five (25) days of vacation leave per contract year accrued at the rate of 2.0833 days per month. Vacation leave shall be credited on the first day of the contract year in anticipation of the Superintendent's continued employment for the full contract year and may be used on that basis. If the Superintendent's employment with the Hiring Entities ends prior to the completion of the full contract year, the Superintendent shall repay the Hiring Entities for all vacation days that had been credited in advance and used, but that had not been accrued at the time the Superintendent's employment with the Hiring Entities ends. All vacation must be used by June 30th of year of the contract (may not be carried over into subsequent contract years).

c. Holidays

The Superintendent shall receive the following twelve (12) paid holidays during each contract year: July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Years Day, Dr. Martin Luther King Jr.'s Birthday, President's Day, Patriot's Day, Memorial Day and the day after Thanksgiving.

d. Sick Leave

The Superintendent shall accrue fifteen (15) sick leave days per contract year. The Superintendent may accumulate unused accrued sick leave days up to a maximum of forty (40) days. Accumulated and unused sick leave is not paid out upon the resignation of the Superintendent or the termination of this Employment Agreement.

- e. Personal Days
The Superintendent may use up to three (3) personal days per contract year for important legal and/or personal business. Personal days may not be carried over into subsequent contract years.
- f. Group Health and Life Insurance
The Superintendent shall be entitled to participate in the group health insurance and life insurance plans offered by the Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees (as of the execution of this Employment Agreement the health insurance contribution rate is 80/20%).

10. Termination of Employment Agreement:

- a. **By the Hiring Entities With Cause**
During the term of this Employment Agreement, the Hiring Entities may suspend the Superintendent from his position as superintendent and/or may terminate his 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 Hiring Entities 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 Hiring Entities shall provide the Superintendent with written notice of the reason or reasons, charge or charges against him, 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 Chairpersons of the Hiring Entities within fourteen (14) calendar days of receipt of such written notice, the Hiring Entities 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 30A, Sections §§ 18-25. The hearing shall be public or private, at the option of the Superintendent, and the Superintendent shall be entitled to have his legal counsel present to advise and participate on his behalf. The Superintendent may present witnesses and may cross-examine any witnesses called by the Hiring Entities. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Hiring Entities after such hearing shall be final and binding, subject to Arbitration before the American Arbitration Association, as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Hiring Entities 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 Hiring Entities Without Cause**
The Hiring Entities may terminate this Employment Agreement and the Superintendent's employment at any time prior to June 30, 2018 without cause by providing the Superintendent with at least *ninety (90) calendar days* written notice and paying the Superintendent an early termination payment equal to six (6) months' pay. In the event of termination pursuant to this

paragraph, with the exception of the early termination payment, the Hiring Entities 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 and eighty (180) days*, the Hiring Entities shall have the option of terminating his employment and this Employment Agreement. If the Hiring Entities 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 his employment by submitting his written resignation to the Hiring Entities with as much advance notice as possible, but no less than ninety (90) days advance notice. In the event of termination pursuant to this paragraph, the Hiring Entities 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. Any termination of the Superintendent pursuant to paragraphs a, b, or c of this Section 10 shall be in accordance with M.G.L. Chapter 71, Section 63.

11. Representation of Superintendent:

a. Certification/Licensure

The Superintendent hereby represents to the Hiring Entities that he 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 Elementary and Secondary Education (DESE), and the Superintendent shall maintain such certification and licensure as is required pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Elementary and Secondary Education (DESE).

b. Fitness for Duty

The Superintendent represents that on the day he executed this Employment Agreement he is able to perform the essential functions of the position of Superintendent of Schools.

12. Indemnification:

- a. In accordance with and to the extent provided by M.G.L. Chapter 258, Section 9, the Hiring Entities agree to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss 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 his employment or under the direction of the Hiring Entities. The parties understand and agree that this indemnification provision shall not apply to actions by the Hiring Entities to suspend and/or terminate the Superintendent in accordance with Section 10 of this Employment Agreement.
- b. As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Hiring Entities.
- c. This Section 12 shall survive the termination of this Employment Agreement.

13. Notices:

Any notice required or desired to be given under this Employment 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 Hiring Entities with a copy to the home addresses of the Chairpersons of the School Superintendency Union #71 Committee and the Mount Greylock Regional School District.

14. Successor Agreement Discussions

The Hiring Entities and the Superintendent, upon receipt of said notice by either party, shall make mutually satisfactory arrangements to engage in discussions for a successor contract. The parties shall attempt to conclude their discussions no later than October 31, 2017.

15. Entire Agreement:

This Employment Agreement contains the entire understanding between the Hiring Entities and the Superintendent with respect to the subject matters herein and supersedes all prior agreements. This Employment Agreement may not be modified or amended other than by an agreement in writing that has been executed by the parties hereto.

16. Invalidity:

If any term(s) or provision(s) of this Employment Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provision 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.

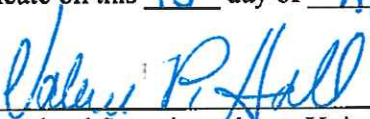
17. Governing Law:

This Employment Agreement shall be interpreted, enforced, governed, and construed under, and in accordance with, the Laws of the Commonwealth of Massachusetts.

18. Counterparts:

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

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 13 day of April, 2015.

By: 
School Superintendency Union #71 Committee Chair

By: 
Mount Greylock Regional School Committee Chair

By: 