

CONTRACT OF EMPLOYMENT

This contract made this day of March 12, 2020 by and among the Ralph C. Mahar Regional School Committee (hereinafter referred to as the "Committee"), Superintendent Union #73 (hereinafter referred to as the "Union"), and **Elizabeth Zielinski**, (hereinafter referred to as the "Superintendent").

WITNESSETH:

WHEREAS, the Committee and the Union desire to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee and the Union believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Union and the Superintendent believe that a written employment contract is necessary to describe their expectations, goals, relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is licensed as such in the Commonwealth of Massachusetts and said licensure must be maintained at all times during the term of this Contract,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT

The Committee and the Union hereby employ **Elizabeth Zielinski** as Superintendent of the Ralph C. Mahar Regional School District and School Union #73, and the Superintendent hereby accepts employment on the basis of the following provisions.

2. TERM

- A. This agreement shall commence July 1, 2020 and shall terminate June 30, 2023. This agreement specifically excludes any rollover provision.
- B. The Superintendent shall notify the Committee and the Union, in writing, on or before June 1, 2022, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.

- C. _____ The Committee and the Union, on or before June 30, 2022, shall notify the Superintendent, in writing, as to whether or not they wish to commence negotiations for a successor agreement. Failure of the Committee and the Union to give such notice shall be considered the same as notice by the Committee and the Union that they do not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2023, and as of such date the Superintendent's employment shall terminate.
- D. In the event both the Superintendent and the Committee and the Union give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2023.
- E. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2023 (and the Superintendent's employment shall terminate at such time), unless otherwise agreed upon in writing by the parties herein.

3. RESPONSIBILITIES AND DUTIES

The administration of school policy set by the Committee and the Union, 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. The parties hereto agree that:

- A. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the Districts consistent with State Law and contract obligations. Where state law delegates to the Committee and the Union the specific hiring authority, the Committee and the Union agrees to receive a recommendation thereon from the Superintendent. If the Committee and/or the Union rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis shall be part of the minutes of the meeting.
- B. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the Districts shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by the staff under the Superintendent's direction. The Districts shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- C. The Superintendent and/or designee(s) shall have the right to attend all regular and special meetings of the Committee and the Union, including meetings of the Orange School Committee and the Petersham School Committee, and all subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all

matters affecting the Districts. The Superintendent shall be consulted and have the right to speak on all issues before the School Committees and have a seat at the Committees' tables.

- D. Criticisms, complaints, and suggestions called to the attention of the Committee and the Union shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the Districts, ensure responsiveness to the public and fairness to the Superintendent.
- E. The Committee and the Union shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.
- F. The Superintendent is assured that Committee and the Union' rules, regulations, or policies, are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- G. The Committee and the Union shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee and the Union are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.
- H. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work.
- I. The Superintendent shall convene an annual retreat with members of the Committee and the Union to review progress and set goals for the upcoming school year.

4. STANDARDS BASED EVALUATION

- A. STATE STANDARDS, GOALS & ANNUAL PLAN. The Superintendent shall be evaluated annually by the Committee and Union, based on Standards and Rubrics adopted by the Board of Education and DESE pursuant to 603 CMR 35.00 (as amended), and on a schedule agreed upon by the parties. The regulations can be found at: <http://www.doe.mass.edu/lawsregs/603cmr35.html>. The Education Evaluator webpage on the DESE website is located at: <http://www.doe.mass.edu/eeval/>. All evaluations shall be accomplished consistent with the provisions of M.G.L. c. 30A relative to the Open Meeting Law.

- 1) Individual Concerns. Nothing in this Agreement will prevent any member of the School Committees from meeting privately with the Superintendent to discuss any matter either might wish to discuss.
- 2) Prompt Notice of Complaints or Concerns. Any criticisms, complaints, and suggestions called to the attention of the Committee and the Union shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the Districts and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluations as the Superintendent may not be aware of the same or may not have sufficient time to take remedial action.

5. REGULAR COMPENSATION

The Superintendent's regular compensation shall include, in consideration for services provided:

A. SALARY. The Committee and the Union shall provide the following salary as part of the Superintendent's compensation:

- 1) The Committee and the Union shall pay the Superintendent an annual salary of One Hundred Sixty Thousand dollars (\$160,000) for the 2020-2021 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.
- 2) The annual salary rate shall increase by 1.50% for each year that the contract remains in place, contingent upon the satisfactory review of the Superintendent's annual performance as outlined in Section 4 above. The salary schedule below presents the proposed salary increases and annual salary amounts under this contract, contingent upon the annual performance review:

FISCAL YEAR	ANNUAL SALARY
FY 2021	\$160,000
FY 2022	\$162,400
FY 2023	\$164,836

- 3) At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
- 4) The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with Districts' practice, unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the

Superintendent or the Superintendent's estate in the pay period next following same or upon appointment of a fiduciary for the estate.

- 5) The above salary will be paid by the Committee and the Union according to the formula agreed upon by the Committee and the Union as stated in the Shared Cost Agreement.
- 6) For the purposes of this Contract of Employment, the Superintendent's per diem rate shall be calculated by dividing the Gross Annual Salary as it is considered on the annual IRS W-2 by two hundred and sixty-two (262) days.

B. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES.

- 1) Health and Life Insurance. The Superintendent shall be entitled to the following benefits:
 - a. Health Insurance coverage as provided to other employees of the Ralph C. Mahar Regional School District.
 - b. Life Insurance of \$10,000.00 (50% paid by the Ralph C. Mahar Regional School District)
- 2) Other Benefits. The Committee and the Union shall also provide or pay for the following benefits to or on behalf of the Superintendent:
 - a. The Committee and the Union shall provide the monthly sum of \$130.00 in reimbursement to the Superintendent for use of a PDA/cell phone which, at all times during and after the conclusion of the employment relationship, shall be the personal property of the Superintendent.
- 3) The cost of benefits will be allocated to the Committee and the Union according to the formula agreed upon by the Committees as stated in the Shared Cost Agreement, unless specifically noted otherwise in this Agreement.

C. ANNUAL VACATION.

- 1) The Superintendent shall in each contract year receive twenty five (25) working days as Annual Vacation, exclusive of legal holidays, to be credited on July 1st. Prior notification of vacations greater than two (2) days in length shall be given to the School Committees' Chairpersons. The Chairpersons shall be notified of all vacation days.
- 2) The Superintendent shall be allowed to carry over up to five (5) vacation days from any one (1) contract year to the next during the course of this contract.
- 3) The maximum accumulation of vacation days at any one time shall be thirty (30) days (i.e., the twenty-five (25) annual days, plus up to the additional five (5) rollover days). Any additional time will be forfeited. If the Superintendent resigns or retires prior to June 30, the Superintendent will receive a pro-rata share of vacation based upon the number of months worked. For example, if the Superintendent starts the

year with twenty-five (25) vacation days, works one-half of the year and does not use any vacation days; then the Superintendent would be compensated for twelve and one-half (12.5) vacation days upon separation from employment.

- D. SICK LEAVE. The Superintendent shall be entitled, in the event of personal sickness or injury, to up to twenty (20) days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of one hundred eighty (180) days. Upon retirement from the District, there shall be a “sick leave buyback” of up to a total of thirty (30) days at the Superintendent’s then current per diem rate.
- E. PERSONAL LEAVE. The Superintendent shall in each contract year receive three (3) personal days. Personal leave is different from vacation leave in that it does not require advance approval and that it is for the purpose of handling personal matters during the normal business day. Personal days may not be carried over to the following fiscal year and are not compensable upon termination, resignation or retirement. Notice of plans to take a personal day should be given to the Central Office staff and the Chairpersons of the Committees by the start of the school day.

6. EXPENSES

A. REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL.

1. In-Districts Travel. As the Superintendent is a highly compensated employee, the Superintendent shall be responsible for in-districts travel expenses.
2. Out-of-Districts Travel. Out-of-districts travel expenses and reasonably necessary food and lodging shall be reimbursed to the Superintendent up to a maximum of Four Thousand Dollars (\$4,000) in any school year.
3. Any work-related expenses incurred by the Superintendent shall be reimbursed by the Committee and the Union upon submission of a written voucher and receipts for the same.

B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES.

1. Expense Reimbursement. The Ralph C. Mahar Regional School District shall reimburse the Superintendent for attendance including travel, food, lodging and registration expenses of professional conferences and workshops in any school year upon submission of written voucher and receipts for the same.
2. Membership Dues. The Committee and the Union shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations:

- a) Massachusetts Association of School Superintendents
- b) A.A.S.A.
- c) A.S.C.D.
- d) M.A.R.S

7. DISCIPLINE

A. DISCHARGE.

1. Where just cause exists, the Committee and/or Union may discharge the Superintendent upon a simple majority vote of the Committee and/or Union, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the charge or charges and cause or causes for the proposed discharge and has been given an opportunity for a hearing before the Committee and the Union prior to official action being taken. Said hearing shall be convened in Executive Session as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent are inextricably linked to performance. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee and the Union shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee and the Union intend to rely for such action.
2. The termination will only apply to the body (i.e., Union or Committee) that had a simple majority vote in favor of the termination. If the Superintendent is due any buyback of sick time benefits, said separation costs shall be paid by the body which terminated the Superintendent in accordance with the Cost Sharing Agreement and the terms of this Agreement.

- B. SUSPENSION. The Committee and the Union reserve their right, pursuant to M.G.L. c. 268A, §25, to suspend the Superintendent in the event of the issuance of charges described in such statute.

8. RESIGNATION

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon sixty (60) days notification from the Superintendent, unless the Committees fix a lesser period of time at which the resignation or release is to take effect.

9. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

10. ARBITRATION

- A. SCOPE OF CONTROVERSY. 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 and the Union or the breach thereof shall be settled and determined by arbitration in accordance with the American Arbitration Association. The filing party must provide to the other party a copy of the demand at the time it is filed with the American Arbitration Association. 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 provisions 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.
- B. ARBITRATOR'S AUTHORITY. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may order back pay in accordance with the salary provisions contained in this contract, but in no case shall such award order or require the reinstatement of the Superintendent to the position of Superintendent or any other position.

11. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32, s. 2.

12. INDEMNIFICATION

- A. The Committee and the Union shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at

the Superintendent's then effective per diem rate of pay or \$500.00, whichever is greater.

- B. The Superintendent may retain, at the expense of the Committee and the Union and upon prior notice to the Committee and the Union, independent legal counsel to provide representation to the Superintendent during the course of any proceeding before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee and the Union shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee and the Union' Counsel in the defense of such action.
- C. This indemnification provision, Article 12, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

13. ENTIRE AGREEMENT

This contract embodies the whole agreement between the Committee and the Union and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by written agreement of all parties.

14. INVALIDITY

If any paragraph or part 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.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

**Ralph C. Mahar Regional School
District School Committee:**

Superintendent:

Chairperson

Elizabeth Zielinski

Date

Date

School Union #73

Chairperson

Date