

**CONTRACT BETWEEN SCHOOL COMMITTEES AND  
CHIEF FINANCIAL OFFICER**

This Agreement, made as of July 15, 2024, by and between the Somerset School Committee and the Somerset Berkley Regional School Committee hereinafter referred to as "Committees" and the Chief Financial Officer (CFO), Raquel Pellerin, hereinafter referred to as the "CFO."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

**EMPLOYMENT**

The Committees hereby employ Raquel Pellerin as the CFO of the Somerset School District and the Somerset Berkley Regional School District, and the CFO hereby accepts employment on the following terms and conditions.

**TERM**

The Committees agree to employ the CFO for a term commencing on August 13, 2024, and ending on June 30, 2027, upon the terms and conditions provided herein. During the terms of the Contract the School Committees will share the financial obligations provided for in the Agreement.

**COMPENSATION**

- A. Salary:
- a Commencing on August 13, 2024, the CFO's salary shall be based on One Hundred Forty-Five Thousand (\$145,000) prorated for the period employed.
  - b For the period of July 1, 2025 through June 30, 2026, the CFO's salary will be increased by no less than three percent (3%).
  - c For the period commencing on July 1, 2026 through June 30, 2027, the CFO's salary will be increased by no less than three percent (3%).
- B. Vacation: During the terms of this agreement the CFO shall receive twenty-five (25) working days as annual vacation. Vacation shall be prorated for any period worked by the CFO which is less than a full fiscal year. Vacation shall be taken within the fiscal year in which it is earned and shall not be carried over from year to year except with the written consent of the Superintendent.
- C. Holidays: The CFO shall be entitled to all holidays observed by the School Districts.
- D. Retirement Benefits: The CFO shall be a member of the Massachusetts Teachers' Retirement System as required by Massachusetts General Law, Chapter 32, Section 2.
- E. Health Insurance: The CFO shall be eligible to participate in the health insurance plan available to all other employees of the Districts with individual or family coverage as applicable. The districts will pay the maximum percentage permitted by Somerset Town Meeting vote which is presently 75% of the premium.
- F. Life Insurance: The CFO shall be eligible for the term life insurance plan available to the employees of the Districts.
- G. Sick Leave: The CFO shall accrue sick leave in an amount equal to one and one-half (1.5) days per month worked for each year of this Contract and any extensions hereunder. Such sick leave may accumulate to a maximum of ninety (90) days, provided the districts provide a group short-term disability insurance policy for at least sixty percent (60%) of the CFO's salary for an eighteen (18) month period after ninety days of illness or injury.
- H. Personal Leave: The CFO shall receive three (3) personal days per fiscal year to be used for personal purposes. Such days shall be in addition to and exclusive of vacation leave. Personal leave shall be prorated for any partial year worked, and any unused personal time shall be forfeited if not used.
- I. Bereavement Leave: In the case of death in the immediate family of the CFO, she may be absent to attend funeral or memorial services for five (5) calendar days, commencing with the day after the death. Immediate

family shall include: father, mother, sister, brother, spouse, children, immediate-in-laws, grandparents and a relative or other person living in the same home as the employee. At the discretion of the Superintendent, one (1) day or more may be allowed to attend funeral or memorial services for any other member of the family or for a close friend.

## EVALUATIONS

Any evaluation mandated by statute or regulation to be conducted by the Superintendent shall be conducted by the Superintendent.

## TERMINATION OF AGREEMENT BY CFO

In the event that said CFO desires to terminate this contract on or before June 30, 2027, she may do so by giving at least ninety (90) calendar days' written notice of her intention to do so. Said notice shall be sent by registered mail to the Superintendent, 580 Whetstone Hill Road, Somerset, MA 02726, and provided any such termination during the first two years of the contract shall be effective only at the end of the fiscal year in which notice of termination is given. Consideration will be given for personal circumstances in which a ninety-day written notice is not feasible. The CFO shall not use accrued leave time during the 90-day notice period but shall be paid for unused leave time upon her termination of this agreement at the conclusion of the notice period.

## TERMINATION OF AGREEMENT BY THE SCHOOL COMMITTEES

- A. The Committees may terminate this Agreement without further financial obligation, except for the CFO's vested rights to payment of vacation days or other fringe benefits, prior to the expiration date hereof for the reasons and in the procedural manner set forth in Chapter 71, Section 41, of the Massachusetts General Laws. In the event of termination, the Committees shall provide the CFO with written notice of the basis for the termination and an opportunity within fifteen (15) days after receiving such notice to appear before the Committees to appeal the decision and present information pertaining to the basis for the decision. The Committees shall respond in writing to the appeal within a reasonable period of time.
- B. In the event that the CFO is not satisfied with the Committees' response to her appeal, the CFO shall have the option of resorting to arbitration through the process of the American Arbitration Association for the purpose of resolving any and all disputes of any kind or nature which may arise under this employment contract. The CFO must file her demand for arbitration within thirty (30) calendar days from the date of receipt of the Committees' denial of her appeal, unless otherwise mutually agreed upon by the parties. Under no circumstances shall the arbitrator award reinstatement, punitive, consequential or nominal damages or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest. Any action to discharge, suspend or otherwise act with respect to the CFO's employment by the Districts must be done with the mutual consent of both Committees by majority vote of each Committee.
- C. The provisions of paragraph A and B above have no application at the expiration of this contract on June 30, 2027.

## DUTIES

The CFO shall perform faithfully to the best of her ability the duties of the CFO as set forth in the job description and incorporated by reference and as, from time to time, modified by the Committees in their sole discretion.

## MEETINGS OUTSIDE OF REGULAR BUSINESS HOURS

The Committees and the CFO acknowledge that meetings of various committees, subcommittees and other groups outside of regular business hours are necessary, but that they can become an undue burden on the CFO. The Committees recognize the importance of maintaining a healthy work-life balance for all staff. If the frequency of such evening meetings goes beyond an average of six (6) meetings per month, the Committees agree to work collaboratively with the CFO to create a reasonable balance in frequency of such meetings.

## REIMBURSEMENT FOR EXPENSES

The Somerset School District and the Somerset Berkley Regional School District shall reimburse the CFO for all expenses reasonably incurred, as approved by the Committees, in the performance of her duties under this Contract. Such expenses shall include, but not be limited to, costs of transportation and attendance at appropriate local, state and national meetings and conferences and tuition reimbursement, up to one-thousand five-hundred dollars (\$1,500) annually. In addition, the Committees shall pay the CFO a lump-sum payment of fifty (\$50) dollars per month as an expense reimbursement to cover routine expenses such as the use of her cell phone for school district business, in-district travel, etc.

#### CERTIFICATION

The CFO shall obtain and maintain within the terms of this contract a valid, appropriate certificate qualifying her to act as CFO in the Commonwealth, as required by Massachusetts General Laws, Chapter 71, Section 38G. She shall also obtain and maintain certification as a Chief Procurement Officer for the Districts.

#### PERFORMANCE

The CFO shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Committees and the CFO and shall be in writing.

#### INDEMNIFICATION

The Committees shall indemnify the CFO when she is acting within the scope of her official duties to the extent permitted and subject to the provisions of Massachusetts General Laws, Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the Districts or Committees unless the CFO provides reasonable cooperation to the Districts or Committees and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as CFO. In no case will individual Committee members be considered personally liable for indemnifying the CFO pursuant to terms of this Agreement. This provision shall survive the expiration of this employment agreement or the cessation of the employment relationship.

#### ENTIRE AGREEMENT

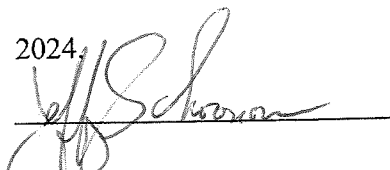
This contract embodies the whole Agreement between the Committees and the CFO and there are no inducements, promise, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought.


#### INVALIDITY

If any provision 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. Any modification of the aforementioned must be approved by the Committees.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement the 19<sup>th</sup> day of July,

2024,

  
\_\_\_\_\_  
Jeffrey Schoonover  
Superintendent

  
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Raquel Pellerin  
Chief Financial Officer (CFO)