

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE BERLIN-BOYLSTON REGIONAL SCHOOL COMMITTEE
AND
JEFFREY ZANGHI**

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Berlin-Boylston Regional School Committee (hereinafter referred to as "the Committee") and Jeffrey Zanghi (hereinafter referred to as "the Superintendent"). For mutual consideration expressed herein, the parties agree as follows:

Employment

This agreement shall commence July 1, 2020 and shall terminate June 30, 2025.

Both the Superintendent and the Committee shall give notice in writing, on or before June 30, 2024, indicating their desire to commence negotiations for a successor agreement in the event the Superintendent and Committee wish to renew the agreement.

Compensation

1. **Salary**

The Committee shall pay the Superintendent an annual salary. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of twenty-six (26) salary payments in effect for other certified employees, and shall be set by the Committee each year following the Committee's review of the Superintendent's performance as outlined in the Evaluation section.

2. **Salary Increase**

The Superintendent shall be eligible for a salary increase annually commencing on July 1, 2020 based upon the results of a performance evaluation conducted by the Committee under the terms of this contract. The Superintendent shall receive a base increase of Three Percent (3%) effective July 1, 2020. Therefore, the Superintendent's salary commencing July 1, 2020 shall be \$178,085. In the event the Superintendent receives an overall summative rating of Exemplary for the 2019-2020 school year, the Superintendent will receive an additional Two Percent (2.0%) salary increase effective July 1, 2020. In the event the Superintendent receives an overall summative rating of Proficient, the Superintendent will receive an additional One Percent (1%) salary increase effective July 1, 2020. In the event the Superintendent receives an overall summative rating below Proficient, the Superintendent will only receive the Three Percent (3%) increase noted above.

The Superintendent shall receive a base increase of Two and One-Half Percent (2.5%) effective July 1, 2021. In the event the Superintendent receives an overall summative rating of Exemplary for the 2020-2021 school year, the Superintendent will receive an additional Two Percent (2.0%) salary increase effective July 1, 2021. In the event the Superintendent receives an overall summative rating of Proficient, the Superintendent will receive an additional One Percent (1%) salary increase effective July 1, 2021. In the event the Superintendent receives an overall summative rating below Proficient, the Superintendent will only receive the Two and One-Half Percent (2.5%) increase noted above.

The Superintendent shall receive a base increase of Two and One-Half Percent (2.5%) effective July 1, 2022. In the event the Superintendent receives an overall summative rating of Exemplary for the 2021-2022 school year, the Superintendent will receive an additional Two Percent (2.0%) salary increase effective July 1, 2022. In the event the Superintendent receives an overall summative rating of Proficient, the Superintendent will receive an additional One Percent (1%) salary increase effective July 1, 2022. In the event the Superintendent receives an overall summative rating below Proficient, the Superintendent will only receive the Two and One-Half Percent (2.5%) increase noted above.

The Superintendent shall receive a base increase of Two and One-Half Percent (2.5%) effective July 1, 2023. In the event the Superintendent receives an overall summative rating of Exemplary for the 2022-2023 school year, the Superintendent will receive an additional Two Percent (2.0%) salary increase effective July 1, 2023. In the event the Superintendent receives an overall summative rating of Proficient, the Superintendent will receive an additional One Percent (1%) salary increase effective July 1, 2023. In the event the Superintendent receives an overall summative rating below Proficient, the Superintendent will only receive the Two and One-Half Percent (2.5%) increase noted above.

The Superintendent shall receive a base increase of Two and One-Half Percent (2.5%) effective July 1, 2024. In the event the Superintendent receives an overall summative rating of Exemplary for the 2023-2024 school year, the Superintendent will receive an additional Two Percent (2.0%) salary increase effective July 1, 2024. In the event the Superintendent receives an overall summative rating of Proficient, the Superintendent will receive an additional One Percent (1%) salary increase effective July 1, 2024. In the event the Superintendent receives an overall summative rating below Proficient, the Superintendent will only receive the Two and One-Half Percent (2.5%) increase noted above.

3. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

Certification

The Superintendent shall furnish and maintain throughout the term of his Contract a valid and appropriate certificate qualifying him to act as a Superintendent in the Commonwealth, as required by M.G.L. Chapter 71, §38G, or a waiver approved by the Department of Elementary and Secondary Education. Loss or revocation of this certificate at any time shall automatically void the contract, and the Superintendent shall automatically be terminated.

Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall devote his full time, attention, and energy to the business of the Berlin-Boylston Regional School District. The Superintendent shall serve as the Executive Officer of the Committees as provided in M.G.L. Chapter 71, Section 59, and all other laws and regulations of the Commonwealth. To that end, the Superintendent will comply with the policies, procedures, and directives of the Committee and shall act in compliance with all applicable regulations and contracts that are legally binding on the Committee and the School District.

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 School District consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee 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 School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction. The District 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 his designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof, and shall serve as advisor to said Committee and make recommendations on all matters affecting the School District. The Superintendent shall be consulted and have the right to speak on all issues before the Committee and have a seat at the Committee's table.
- D. Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
- E. The Committee 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's 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.

Performance Evaluation

- A. The Committee shall evaluate the performance of the Superintendent in writing annually in accordance with the Department of Elementary and Secondary Education's Model Administrator Evaluation System (see attached marked "A").
- B. A consensus of the individual evaluations compiled by committee members shall be prepared by the Administrative Assistant, approved by the Committee, signed by the Superintendent and placed in the Superintendent's personnel file on or about June 30th of each year. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file. The Superintendent shall be provided copies of individual Committee member's evaluations.
- C. The Committee shall devote at least one meeting annually with the Superintendent to a discussion of the working relationship between the Superintendent and the Committee, and to an evaluation of the Superintendent.

Health and Life Insurance

The Superintendent shall be eligible to participate in the same health and life insurance benefits provided to other employees employed by the Committee, subject to the same

terms and conditions of said coverage, and at the same rate of contribution applicable to those employees.

Long-Term Disability Insurance

The Committee shall offer the Superintendent long-term disability insurance to be paid for solely by the Superintendent.

Retirement

The Superintendent shall be a member of the Teachers' Retirement System, as required by Massachusetts General Laws, Chapter 32, Section 2.

Sick Leave

The Superintendent shall be credited with fifteen (15) sick days annually, and on the first day of each fiscal year thereafter. Sick leave may be accumulated up to a maximum of one hundred fifty (150) days.

Vacation

The Superintendent shall be entitled to twenty-five (25) days of vacation, during each contract year of this agreement, which shall be credited on the first day of each fiscal year, to be taken in the year in which it is earned. A maximum of ten (10) vacation days may be carried over into the following contract year (i.e., the maximum number of vacation days the Superintendent may use in any given contract year is thirty-five (35)). Any unused vacation days shall be reimbursed upon termination of the contract to the Superintendent based upon his current per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work. If the Superintendent separates from employment for any reason (e.g., termination, resignation, retirement, etc.) prior to June 30 of any year, he will only receive compensation for a prorated amount of vacation time. For example, if the Superintendent resigns on December 31 and has not used any vacation time, he would be entitled to half of the vacation days credited on July 1.

The Superintendent shall schedule his vacation in consultation with the Committee Chair, with the understanding that the Superintendent's vacation must not interfere with the budget process, and/or other major initiatives of the District.

Holidays

The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other Committee employee.

Bereavement Leave

The Superintendent shall be entitled to bereavement leave of up to five (5) consecutive working days in the event of the death of his spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, step-parent, step/foster child, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Personal Leave

The Superintendent shall be entitled to a maximum of three (3) days per contract year for personal reasons. The Committee Chair shall be notified of all personal leave days in advance.

Expense Reimbursement

The Superintendent shall be reimbursed for all expenses pre-approved by the Committee Chair which are reasonably incurred in the performance of the Superintendent's duties. Such expenses, subject to appropriation up to Three Thousand Six Hundred Dollars (\$3,600) annually, shall include, but not be limited to, out-of-district mileage, costs of transportation and attendance at appropriate state and national meetings and conferences.

On November 1, 2018, the One Hundred Dollars (\$100) stipend per month for in-district travel was rolled into the Superintendent's salary.

The District shall supply the Superintendent with a District owned cell phone, tablet, and laptop for District business use, and the District shall pay for an appropriate monthly cell phone plan. The cell phone, iPad and laptop shall, at the conclusion of the employment relationship, be returned to the District.

Professional Memberships

The Committee shall pay the Superintendent's dues for membership in the Massachusetts Association of School Superintendents (MASS), the Massachusetts Association of School Committees (MASC), the Massachusetts Association of Regional Schools (MARS), and the Worcester County Superintendents' Association.

Termination of Employment Agreement

By the Committee With Cause

During the term of this Agreement, the Committee 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 Committee 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 Committee shall provide the Superintendent with written notice of the reason, 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 Chairperson of the Committee within fourteen (14) calendar days of receipt of such written notice, the Committee 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 MGL c. 30A, § 21. The Superintendent shall be entitled to have his legal counsel present to participate. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, shall be final and binding, subject to such arbitrable review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee 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 if the grounds for termination are upheld by the Arbitrator or the Superintendent does not appeal the termination.

For Disability

If the Superintendent is absent from work on account of a disability for more than one hundred and eighty (180) calendar days, the Committee shall have the option of terminating his employment and this Employment Agreement. If the Committee exercise its 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.

By the Superintendent

The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible, but no less than one hundred and eighty (180) calendar days advance notice. In the event of termination pursuant to this paragraph, the Committee 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.

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 file with the American Arbitration Association 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.

Arbitrator's Authority

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with cause as defined above, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

Indemnification

The Committee shall indemnify, defend and hold the Superintendent harmless from any legal claims arising out of his duties as Superintendent, in accordance with, and to the extent permitted by MGL c. 258, Section 9. Legal representation in such cases will be provided by the School Committee's insurance carrier or legal counsel. If the Superintendent wishes to choose his own counsel, any legal fees or expenses must be approved in advance by the Committee Chair. The Superintendent shall diligently assist in any litigation, or in the defense of any claim, to which this indemnification applies.

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 Committee with a copy sent by certified mail to the home address of the Chairperson of the Berlin-Boylston Regional Committee.

Entire Agreement

This Agreement contains the whole agreement between the Committee and the Superintendent commencing July 1, 2020. 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.

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.

Governing Law

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

Counterparts

This Agreement shall be executed in two (2) 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.

WHEREFORE, the parties hereby sign this contract of employment for Superintendent of Schools:

BERLIN-BOYLSTON REGIONAL SCHOOL COMMITTEE:



James Spencer, School Committee Chair

Dated: _____

1/14/2020



Jeffrey Zanghi, Superintendent of Schools

Dated: _____

1/15/2020