

EMPLOYMENT AGREEMENT

This Employment Agreement made this 30th day of June, 2016 by and between the Blackstone-Millville Regional School District acting by through its District School Committee, (hereinafter "District" and "Committee" respectively) and Allen W. Himmelberger (hereinafter "Himmelberger" or "Superintendent").

In consideration of these premises and the mutual promises and agreements herein contained, the parties hereto hereby agree as follows:

1. **EMPLOYMENT:** The Committee hereby appoints Himmelberger as Superintendent of Schools of the District and Himmelberger hereby accepts said appointment subject to the terms, conditions and provisions hereinafter set forth.
2. **TERM:** Himmelberger shall be employed for a term of three (3) years commencing on July 1, 2016 and terminating on June 30, 2019. If the Committee does not notify Himmelberger at least six months prior to the expiration date of this Agreement that it does not intend to renew this Agreement, it shall be deemed to be automatically renewed for a period of one (1) year. In no event shall this Agreement extend beyond June 30, 2020. Notice of the Committee's intent not to renew this Agreement shall be in writing and sent to Himmelberger by certified mail, return receipt requested, at his address of record.
3. **COMPENSATION:** Himmelberger shall be paid an annual salary as follows payable in twenty-six (26) equal bi-weekly installments:
 - a. For the period from July 1, 2016 through June 30, 2017 his salary for the preceding year (\$155,530) plus a mutual agreed-upon percentage increase based on his evaluation for the preceding year, and
 - b. For the period from July 1, 2017 through June 30, 2018 his salary for the preceding year plus a mutual agreed-upon percentage increase based on his evaluation for the preceding year; and

c. For the period from July 1, 2018 through June 30, 2019 his salary for the preceding year plus a mutually agreed-upon percentage increase based on his evaluation for the preceding year.

4. **LICENSURE:** Himmelberger shall maintain throughout the term hereof, and shall furnish to the Committee, a valid and appropriate License from the Department of Elementary and Secondary Education of the Commonwealth of Massachusetts qualifying him to be employed as a Superintendent of Schools in the Commonwealth of Massachusetts as required by M.G.L. C.71, §38G.

5. **DUTIES AND RESPONSIBILITIES:** The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. C. 71 §37. The administration of school policy, 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, discipline or termination of personnel employed or to be employed by the District consistent with State Law and contract obligations. Where State Law delegates to the Committee the specific hiring authority for a position, 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 for its rejection of the Superintendent's recommendation, 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 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 committees and make recommendations on all matters affecting the District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
- D. Criticisms, complaints, and suggestions called to the attention of the Committee or individual committee members by any source shall be promptly referred to the Superintendent in writing 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. The Superintendent shall advise the Committee of the disposition of such matters.
- 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 rules, regulations, or policies, are not in conflict with this Agreement and State Law. Where

such conflicts exist, this Agreement or State Law shall supersede such policy.

- G. The Committee 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 are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. The committee agrees that all members shall be trained in roles and responsibilities as required by M GL, C.71, §36A. This provision shall continue in full force and effect during any period of employment.

- 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. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

6. **STANDARDS BASED EVALUATION:**

6.1 STATE STANDARDS, GOALS & ANNUAL PLAN The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation

shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations concluded after July 1, 2010 shall be accomplished consistent with the provisions of M.G.L., C.30A §18 et seq. (the Open Meeting Law).

6.1 (A) DISTRICT GOALS In addition to an evaluation using the *Principles of Effective Administrative Leadership*, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

6.1 (B) MID & END CYCLE REVIEW On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. His work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement" or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.

6.1 (C) SUMMATIVE EVALUATION The Committee shall review the Superintendent's progress at end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.

6.1 (D) DATA SOURCES The Committee may use whatever data sources it deems appropriate, excluding, however, anonymous surveys, provided the data it intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting in a timely manner.

6.1 (E) RECEIPT AND SIGNING Any evaluation report delivered by the Committee will be signed by the Superintendent. 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 will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent's personnel file.

6.2 CONSENSUS DOCUMENT The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L. C. 30A, §22(e).

6.2 (A) PUBLIC DISCUSSION All public discussion of the performance of

the Superintendent will be conducted by the Committee only in accordance with the Open Meeting Law, and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. See Mass. A.G. FAQ.

6.2 (B) SPECIFIC WRITTEN FEEDBACK In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

6.2 (C) INDIVIDUAL CONCERNS Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent shall schedule one or more individual and private meetings with each committee member so that he may discuss with each member his or her own individual concerns, conclusions and findings concerning the Superintendent's performance before they are shared with the Committee as a whole. To avoid misunderstandings and obtain input on relevant concerns from the Superintendent prior to public discussion, a committee member may raise in a public discussion any matter not first brought privately and individually to the attention of the Superintendent pursuant to this paragraph.

6.2 (D) PROMPT NOTICE OF COMPLAINTS OR CONCERNS Any criticisms, complaints, and suggestions called to the attention of the Committee 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 District 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 evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.

7. **OTHER ACTIVITIES:** Subject to the approval of the Committee, Himmelberger may accept speaking, writing, lecturing or other engagements of a professional nature provided they do not derogate from, or interfere with, the performance of his duties as Superintendent of Schools.

8. **CRIMINAL OFFENDER RECORD INFORMATION:** Pursuant to, and in accordance with, the provisions of M.G.L. C.71, §38R, the Committee will obtain from the criminal history systems board all available criminal offender record information pertaining to Himmelberger. Himmelberger will cooperate fully with the Committee in obtaining such information. In the event of Himmelbergers' failure to fully cooperate as aforesaid or in the event that the information received by the Committee disqualifies Himmelberger from being employed as a Superintendent of Schools in the Commonwealth of Massachusetts, this Agreement shall be null and void without recourse to the parties hereto.

9. **RETIREMENT SYSTEM:** Throughout the term hereof, Himmelberger shall be a member of, and participate in, the Massachusetts Teachers Retirement System pursuant to, and in accordance with, the provisions of M.G.L. C.32.

10. **REIMBURSEMENT FOR EXPENSES:** Himmelberger shall be paid a monthly stipend of ONE HUNDRED FIFTY (\$150.00) and 00/100 DOLLARS as full and complete reimbursement for all expenses (for which he would otherwise be entitled to be reimbursed on an ad hoc basis) incurred by his in the performance of his duties as Superintendent of Schools. Himmelberger shall not be required or obligated to account to the Committee or the District for his use and expenditure of such monthly stipends.

11. **PROFESSIONAL LEAVE AND DUES:** Himmelberger shall be entitled to up to

three (3) working days as professional days to attend the annual meeting of the Massachusetts Association of School Superintendents. The District shall pay the professional dues for his membership in said Association. The Committee shall reimburse Himmelberger in an amount not to exceed \$1500.00 for registration, travel, lodging, and food expenses reasonably incurred by him in connection with his attendance at such annual meeting. The District shall also pay the professional dues for his membership in the American Association of School Administrators and the Association of Supervision and Curriculum Development.

12. **ANNUAL VACATION:** Himmelberger shall be entitled to twenty (25) working days, exclusive of legal holidays, as vacation during each year of this Agreement. Unused vacation days may be accumulated from year to year to a maximum of forty (40) days. Upon his retirement or resignation from the District, Himmelberger shall be entitled to be compensated for all accumulated unused vacation days up to a maximum of forty (40) days at his daily rate of pay in effect at the time of such retirement or resignation.

13. **SICK LEAVE:** Himmelberger shall be entitled to fifteen (15) working days, exclusive of holidays, as sick leave for personal illness each year. Unused sick days may be accumulated from year to year to a maximum of two hundred forty (240) days. Upon retirement or resignation from the Blackstone-Millville Regional School District , Himmelberger shall be entitled to be compensated for all unused sick days at the rate of one hundred (\$100.00) for each day.

14. **FAMILY SICK LEAVE:** In the event of illness of Himmelberger's spouse, significant other, child, mother, father, mother-in-law or father-in-law, Himmelberger shall be entitled to be absent without loss of pay up to a maximum of five (5) working days, exclusive of holidays, each year. Such days may not be accumulated from year to year and shall be charged against his annual unused sick leave.

15. **PERSONAL DAYS:** Himmelberger shall be entitled to five (5) working days, exclusive of holidays, as personal days each year, such days to be used for personal,

legal, business, household or family matters which require him to be absent on such days. Such days may not be accumulated from year to year.

16. **BEREAVEMENT LEAVE:** Himmelberger shall be entitled to bereavement leave as follows:

- A. Up to five (5) days in the event of the death of a spouse, significant other or child.
- B. Up to three (3) days in the event of the death of a father, mother, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, grandchild or relative living in the same household or someone who has acted in loco parentis.
- C. One (1) day, to be the day of the funeral and for the purpose of attending the funeral, in the event of the death of a sister-in-law, brother-in-law, aunt or uncle.

17. **MEDICAL AND DENTAL INSURANCE:** Himmelberger shall be entitled to participate in the same medical and dental insurance plans in effect from time to time for all employees of the District at the same percentage rate of premium contribution paid by such employees.

18. **LIFE INSURANCE:** Himmelberger shall be entitled to participate in the same group term life insurance plan in effect from time to time for all employees of the District with coverage in the face amount of TWO HUNDRED FIFTY THOUSAND (\$250,000) and 00/100 DOLLARS at the same percentage rate of premium contribution paid by such employees.

19. **DISABILITY INSURANCE:** Himmelberger shall be entitled to be covered by a disability insurance policy substantially comparable to the disability insurance policy presently in effect for the District's Principals with the premium for such coverage to be paid entirely by the District.

20. **EARLY TERMINATION:** Himmelberger may terminate this Agreement on June 30 of any year provided, however, that he shall first have given notice in writing to the Committee, by no later than January 1 preceding such date, of his intention to so terminate. Such notice shall be sent to the Committee by certified mail, return receipt requested at its address of record.

21. **DISCHARGE:** For good cause as hereinafter defined, the Committee may discharge the Superintendent upon a two-thirds (6 of the 8) vote of the entire Committee, 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 his proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session as discharge invariably affects the Superintendent's reputation and character which, given the duties of a Superintendent, are inextricably linked to performance. Because such action may adversely affect property rights and liberty interests, the Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee 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 intends to rely for such action. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Article 6.2 (D). Good cause shall mean any ground that is put forth by the Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, failure to satisfy applicable performance standards, inefficiency, incapacity (physical or mental), misconduct, conduct unbecoming a superintendent of schools, insubordination, or any material misrepresentation on Himmelberger's application for employment or his resume.

22. **ARBITRATION:**

A. Scope of Controversy

Any controversy or claim against the Committee arising out of their capacity or the Superintendent 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 Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or 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 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 shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent pursuant to Article 6.2 (D).

In no case shall the arbitrator order or require the reinstatement of the Superintendent to his position or award attorney's fees and interest, nominal, punitive, consequential and compensatory damages other than back pay and benefits.

23. **INDEMNIFICATION:** The District shall indemnify Himmelberger when he is acting within the scope of his official duties to the extent permitted by, and subject to, the provisions of M.G.L. C.258. This indemnification shall not be effective or binding on the

District unless Himmelberger cooperates fully with the Committee and its legal Counsel or other representatives in the defense of any action, claim or litigation of whatever kind, nature or description brought against him arising out of incidents, events or facts occurring during his appointment or services as Superintendent. In no case shall individual members of the Committee be personally liable for indemnifying Himmelberger. This Article shall survive the expiration of this Employment Agreement or the cessation of the employment relationship by any means or cause.

24. **ENTIRE AGREEMENT:** This Agreement embodies the entire agreement between the District and Himmelberger and there are no inducements, promises, terms, conditions or obligations made or entered into by either party hereto other than those contained herein. This Agreement shall be construed and interpreted in accordance with the laws of Massachusetts.

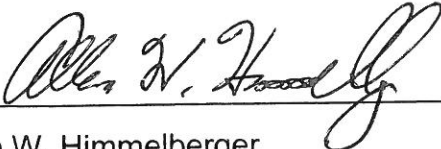
25. **AMENDMENT:** This Agreement may be amended at any time by mutual consent of the parties hereto. Any amendment shall be set forth in writing, executed by the parties hereto and attached to, and incorporated in, this Agreement.


26. **INVALIDITY:** If any portion of this Agreement is deemed to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement and said remainder shall be binding on, and effective against, the parties hereto.

27. **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, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as a sealed instrument as of the day and year first above written.

BLACKSTONE-MILLVILLE REGIONAL SCHOOL DISTRICT


Allen W. Himmelberger

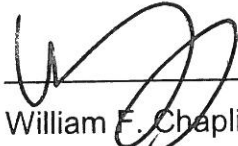
By: 
Erin P. Vinacco, Chairman

Date: June 30, 2016

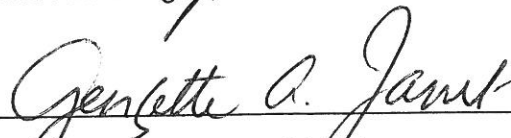
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Jane C. Reggio, Treasurer


Tara Larkin, Secretary


William F. Chaplin Jr., Member


Steven Tringali, Member


Georgette A. Jarret, Member

Jo-Ann Watson, Member

Being the members of its
District School Committee

