

**ADDENDUM TO
2016-2019
EMPLOYMENT AGREEMENT
BY AND BETWEEN
SCHOOL SUPERINTENDENCY UNION #71 COMMITTEE
AND MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE
AND [REDACTED]**

This Addendum is entered into by and between [REDACTED] herein referred to as the Interim Superintendent, School Superintendency Union #71 Committee, and the Mount Greylock Regional School Committee. The parties hereby agree as follows:

1. **TERM** – Effective July 1, 2017 through June 30, 2018, the parties agree that [REDACTED] shall serve as Interim Superintendent. The term of this Agreement is intended as a temporary position, and [REDACTED] shall return to the terms of the Assistant Superintendent Employment Agreement at the end of this Term.
2. **SALARY** – Compensation from July 1, 2017 through the end of the term described above shall, for this time period only, be an annual salary of \$154,500.
3. **DUTIES** – The Interim Superintendent shall be the 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 Interim Superintendent shall perform all the duties of and possess all of 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.
4. **LICENSURE** – The Interim Superintendent shall be eligible or have appropriate licensure qualifying [REDACTED] to work as an Interim Superintendent in the Commonwealth of Massachusetts.
5. **TERMS AND CONDITIONS**- All other terms and conditions not specified in this Addendum shall be in accordance with the 2016-2019 Employment Agreement.
6. This Addendum represents the full and complete agreements and understandings on this matter. There are no other agreements on this matter between the parties in either verbal or written form.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year set forth below.

By:

[REDACTED]

School Superintendency Union #71 Committee Chair

Date 6/27/17

[REDACTED]

Mount Greylock Regional School Committee Chair

Date 6/27/17

[REDACTED]

[REDACTED]

Date 6/27/17

**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 Employee"). This Employment Agreement shall be effective as of July 1, 2016. For mutual consideration expressed herein, the parties agree as follows:

WHEREAS, the Hiring Entities desires to hire the Employee for the position more specifically described herein as the ASSISTANT SUPERINTENDENT, and the Employee desires to be hired for such position; and WHEREAS, the parties mutually desire to set forth herein the terms and conditions of such employment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the parties hereby agree as follows:

Section I. Term

The Employer and the Employee agree that, except as may be otherwise set forth herein, the Employee shall serve the Hiring Entities for the period commencing July 1, 2016, and ending June 30, 2019, unless terminated earlier in accordance with the provisions of Section X., herein, and MGL, Chapter 71, Sect 63.

Section II. Duties and Responsibilities

A. The Employee shall be responsible directly to the Superintendent for satisfactory performance of those duties and responsibilities set forth in the Employee's position description (attached).

B. The Employee recognizes and agrees that ████████ responsibilities and conduct are not determined by prescribed hours and conditions and shall perform the stated and implied duties of the position of Assistant Superintendent as determined by the Superintendent and shall expend the time and effort necessary to effectively achieve the goals and purposes of the Hiring Entities. The foregoing notwithstanding, the Employee's 12-month work year shall consist of 223 full work days throughout the year (260 week days minus vacation and holidays).

C. The Superintendent may in his/her discretion amend the aforementioned position description and each such amendment shall be included herein, however all duties and responsibilities prescribed by the Superintendent in any such amendment shall be consistent with those normally associated with the position of Assistant Superintendent.

D. The Employee may accept speaking, writing, lecturing or other engagements of a professional nature provided they do not interfere with ████████ duties and responsibilities under this Agreement and that the Employee has received prior approval of the Superintendent.

Section III. Compensation

A. In consideration of the salary for each contract year as provided herein, the Employee agrees to perform faithfully the duties of the Assistant Superintendent. The Employee's salary shall be \$110,000 for July 1, 2016 through June 30, 2017. The salary increases for the second contract year (July 1, 2017-

June 30, 2018) and third contract year (July 1, 2018-June 30, 2019) are to be negotiated, but shall be at a minimum annual increase of 2%.

B. Any alteration in the Employee's salary shall be effected by a duly authorized and executed amendment to this Agreement.

Section IV. Benefits

A. The Employee's annual salary shall consist of 260 paid days throughout the year (this includes paid vacation days and holidays).

B. Vacation

The Employee 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 and may be used on that basis. The Employee may carry over up to a maximum of five (5) vacation days into the next contract year.

If the Employee's employment with the Hiring Entities ends prior to the completion of the full contract year, the Employee 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 employment ends. The Employee will be compensated at [redacted] per diem rate for unused accrued vacation days at cessation of employment.

C. Holidays

The Employee shall receive the following twelve paid holidays during each contract year: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Years Day, Dr. Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day.

D. Sick Leave

The Employee shall receive sixteen (16) paid sick leave days and may accrue up to a total of ninety (90) days. Accumulated and unused sick leave is not paid out upon the resignation of the employee or the termination of this contract.

E. Personal Leave

The Employee 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. Bereavement Leave

The Employee shall receive up to five (5) bereavement days for immediate family members.

G. Membership Fee

The Hiring Entities will pay the full membership fee for the Employee to the following professional organizations: M.A.S.S. (Massachusetts Association of School Superintendents).

H. Insurance

The Employee shall be entitled to participate in the group health insurance, life insurance plans, and dental 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.

Section V. Performance Evaluation

A. As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the Employee's performance of the job as described in Section II above and of identifying, gathering and using information as part of a process which has the purposes of (1) providing information for improving the Employee's job performance, and (2) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.

B. The Superintendent shall evaluate the Employee's job performance annually by June 1st in accordance with Chapter 71 Section 38.

C. The evaluation procedure is designed to assess and improve the performance of administrators. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71, and elsewhere in this Agreement.

Section VI. Certificate

The Employee shall duly maintain throughout the term of the Agreement, a valid and appropriate certificate that qualifies the Employee under M.G.L. c. 71 § 38G and the regulations of the Massachusetts Department of Education promulgated thereunder to serve in the Commonwealth of Massachusetts in the position set forth in Article I, above.

Section VII. Expense Reimbursement

A. Travel

The Hiring Entities shall allocate two thousand dollars (\$2,000) in Travel Reimbursement, including mileage between the schools.

B. In-Service or Professional Development Programs

In-service or professional development programs taken by the Employee with the prior approval of the Superintendent shall be reimbursed.

C. Professional Meetings, Conference, and Seminars

The Employee may participate in professional meetings, conferences, and seminars at the local, and State level. The Employer shall allocate up to \$1,500 per year to be used by the Employee for his/her professional expenses.

D. Business/Technology

The Employer shall reimburse the Employee for expenses incurred conducting business for the Hiring Entities, including a lump sum of six hundred thirty dollars (\$630) for annual cell phone expenses. The District will provide the Employee with a laptop and iPad for school use. These items are property of the District and shall be returned to the Employer at cessation of employment.

Section VIII. 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 Employee 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 Employee is acting within the scope of 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 Employee in accordance with Section X of this Employment Agreement.

B. As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time [REDACTED] 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 IX shall survive the termination of this Employment Agreement.

Section IX. Termination of the Agreement

A. Termination by Mutual Consent

This Agreement may be terminated by written agreement between the Hiring Entities and the Employee. Such an agreement shall be effective only when signed by both parties hereto.

In the event of termination, as provided herein, the Hiring Entities' only obligation to the Employee shall be payment for services performed and reimbursement of any outstanding expenses in accordance with the terms included herein.

Upon the expiration or earlier termination of this Agreement, the Employee shall return to the Hiring Entities all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.

B. Termination by Resignation

The Employee may terminate [REDACTED] employment by submitting her 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 Employee shall not be entitled to receive, salary payments and benefits payable after the effective date of the Employee's resignation.

C. By the Hiring Entities with Cause

During the term of this Employment Agreement, the Hiring Entities may suspend the Employee from [REDACTED] position as Assistant Superintendent and/or may terminate [REDACTED] 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 Employee with written notice of the reason or reasons, charge or charges against [REDACTED] and the grounds on which such reason(s) or charge(s) is based. Provided that the Employee 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 Employee 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 Employee, and the Employee shall be entitled to have [REDACTED] legal counsel present to advise and participate on [REDACTED] behalf. The Employee may present witnesses and may cross-examine any witnesses called by the Hiring Entities. The Employee 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 Employee shall not be entitled to receive, salary payments and benefits payable after the effective date of termination.

D. Termination by Notice Not to Renew Agreement at Expiration.

This Agreement shall automatically terminate without written notice on the date set forth in Section I. Term (June 30, 2019).

Section X. Successor Agreement Discussions

The Hiring Entities and the Employee, 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 March 31, 2019.

Section XI. Written Agreement

This Agreement shall continue in full force and effect for the term expressed in Section I, unless otherwise terminated as set forth in Section X, above, or modified in a writing signed by the parties here; and no modification of this Agreement shall be deemed to have or shall be given effect unless and until reduced to a writing and signed as herein required.

Section XII. Severability





The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.

Section XIII. Scope of the Agreement

A. The Employee shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services, as well as all Williamstown Public Schools, Lanesborough Public Schools and Mount Greylock Regional High School District Policies.

B. The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year set forth below.

By:  Date 6/28/17
 Superintendent Union #71 Committee Chair
 Date 6/28/17
Mount Greylock Regional School Committee Chair
 Date 6/28/17

