

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT  
SHEFFIELD, MASSACHUSETTS**

**CONTRACT OF EMPLOYMENT FOR  
THE SUPERINTENDENT OF SCHOOLS**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of April, 2017, by and between the **SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT**, Sheffield, Massachusetts, acting by and through its District School Committee (hereinafter referred to as the “School Committee” or “Committee”), the members thereof who act hereunder in their representative capacity only and without any personal liability to themselves, and **BETH REGULBUTO** (hereinafter referred to as the “Superintendent of Schools” or “Regulbuto”), of Somers, Connecticut.

**WITNESSETH:**

**WHEREAS**, the Southern Berkshire Regional School District Committee is authorized by Massachusetts General Laws Chapter 71, Section 59 to appoint a superintendent of schools and under Section 41 to award a contract of employment to said superintendent which may provide for compensation, fringe benefits and working conditions; and,

**WHEREAS**, the Committee desires to employ the services of Beth Regulbuto as its Superintendent; and

**WHEREAS**, it is the desire of the Committee to describe and define the job duties and job responsibilities of the Superintendent, fix her salary, and provide for benefits and working conditions; and,

**WHEREAS**, Regulbuto desires to engage in full time employment as the Superintendent of the Southern Berkshire Regional School District and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities; and,

**WHEREAS**, Regulbuto represents that she is qualified and capable of performing the duties and responsibilities of said position; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Committee and Regulbuto agree as follows:

**SECTION 1: EMPLOYMENT**

The Committee, pursuant to the provisions of Chapter 71 of the Laws of the Commonwealth of Massachusetts, hereby agrees to employ Beth Regulbuto as Superintendent of Schools of the Southern Berkshire Regional School District and Beth Regulbuto hereby accepts such employment for the period set forth herein, subject to the terms and conditions hereinafter provided.

## **SECTION 2: TERM OF EMPLOYMENT/APPOINTMENT**

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement and the Superintendent's appointment hereunder shall be for a three (3) year period of time commencing on July 1, 2017 and terminating on June 30, 2020, unless sooner terminated or extended in accordance with the provisions hereof.

It is expressly understood by the Parties that this Agreement contains no rollover language. However, the Committee agrees to provide the Superintendent with notice on or before December 31, 2019 of its intent to enter into negotiations for a successor Agreement. Failure to provide such notice will not result in an extension this Agreement.

For purposes of this Agreement, all references to the term "year" or "contract year" shall mean the fiscal year period of July 1 through June 30.

## **SECTION 3: SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES**

- A. As Superintendent, Regulbuto shall be the chief administrative officer of the Southern Berkshire Regional School District. The Superintendent is the educational leader of District and is expected to perform all of those duties and responsibilities associated with the administration of the District's schools, as those duties and responsibilities are established, defined, or otherwise provided for under applicable state and federal statutes and regulations, including but not limited to the provisions of Massachusetts General Laws, Chapters 70-76, as may be amended from time to time hereafter. The Superintendent is also expected to comply with and act in accordance with those policies established by the District School Committee pursuant to Massachusetts General Laws, Chapter 71, section 37, unless such policy encroaches on the statutory duties of the Superintendent.
- B. Without limiting the foregoing, the Superintendent shall have the specific authority, right, and responsibility to:
- i. supervise and direct all assistant superintendents, directors, supervisors, principals, teachers and all other persons employed in either the instructional activities, the business management, or the support services of the School System;
  - ii. evaluate adequately and regularly, or cause the adequate and regular evaluation of, the job performance of all staff of the School System;
  - iii. in consultation with the School Committee, establish goals and objectives for the efficient management and improvement of the operations, activities, and programs in the School System, and report publicly to the Committee at least once each year on the progress that has been made in achieving those goals and objectives;

- iv. inform the Committee regularly of personnel actions taken in employing, promoting, or terminating employees;
  - v. transfer teachers and principals from one school to another, and teachers from one course of study or grade to another, to the extent permitted by law and regulation, as the best interests of the School System require;
  - vi. attend all regular and special meetings of the Committee, and speak at any and all such meetings as if a member of the Committee, giving her best advice and counsel on matters that come before the Committee for consideration or action;
  - vii. recommend to the Committee the formal adoption, amendment, or repeal of policies in all areas, matters, and concerns where the Superintendent sees a need for such actions;
  - viii. faithfully observe and enforce all policies duly adopted by the Committee;
  - ix. apprise the Committee of all such matters and information as may, in the Superintendent's judgment, be necessary in order for the Committee best to perform its statutory functions; and,
  - x. perform various other related duties affecting the School System as lawfully directed by the Committee.
- C. The Superintendent will perform faithfully, to the best of her ability, the duties of Superintendent of Schools as herein described and contemplated and will expend the time and energy necessary to achieve the goals and purposes of the Southern Berkshire Regional School District.

**SECTION 4: COMPENSATION**

**A. Salary**

- 1. Effective July 1, 2017, the Superintendent shall be paid based on a fiscal year annual salary of One Hundred Thirty Nine Thousand Five Hundred Dollars and No Cents (\$139,500.00).
- 2. Effective July 1, 2018, the Superintendent shall be paid based on a fiscal year annual salary of One Hundred Forty Two Thousand Nine Hundred Eighty-Eight Dollars and No Cents (\$142,988.00).
- 3. Effective July 1, 2019, the Superintendent shall be paid based on a fiscal year annual salary of One Hundred Forty Six Thousand Five Hundred Sixty-Two Dollars and No Cents (\$146,562.00).
- 4. At no time during the life of this Agreement shall the Superintendent's salary be reduced.

**B. Payment Method**

The Superintendent's salary shall be paid in periodic installments on the same basis as other professional personnel in the District, subject to withholding for income taxes, teachers' retirement and other deductions, as are authorized by the Parties or required by law.

**C. Per Diem Rate**

The Superintendent's per diem rate shall be calculated at 1/260<sup>th</sup> of her then current salary, as set forth above.

**SECTION 5: HOURS OF WORK**

The Superintendent shall be employed on a full-time basis during a twelve month work year.

The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time beyond the normal work day and she agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time. 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.

**SECTION 6: PERFORMANCE EVALUATION**

- A. The Committee shall evaluate the performance of the Superintendent annually using the Massachusetts Model System for Evaluation, including but not limited to: The DESE Model Rubric for Superintendents and the Implementation Guide for Superintendent Evaluation.
- B. Any criticisms, complaints, and suggestions regarding the Superintendent, whether related to her performance or otherwise, called to the attention of the Committee or any individual member shall be 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.

- C. Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent's performance at any time during the term of this Agreement.
- D. Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof, provided, however, that no disciplinary action may be taken against the Superintendent for reasons that were not disclosed to her in a timely manner such that she could undertake a corrective course of action over a reasonable period of time.

**SECTION 7: FRINGE BENEFITS**

**A. Contributory Retirement Plan:**

To the extent permitted by governing laws and regulations, including but not limited to Massachusetts General Laws Chapter 32, the Superintendent shall be eligible to become a member of the Massachusetts Teachers' Retirement System.

**B. Group Insurance:**

To the extent otherwise eligible, the Superintendent shall be offered all group insurance (health, dental and disability) benefits to the same extent as other employees of the District in accordance with and subject to the provisions of Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage. The Superintendent shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the District. The Committee reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Agreement and the Superintendent's employment. The Superintendent agrees to accept any such changes which are made by the Committee.

**C. Life Insurance:**

To the extent otherwise eligible, the Superintendent shall be offered life insurance benefits to the same extent as other employees of the District in accordance with and subject to the provisions of Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage.

**D. Sick Leave:**

The Superintendent shall be credited annually, on July 1, with fifteen (15) days of paid sick leave for use during periods of her own sickness or injury. During the term of this Agreement, unused sick time may be accumulated from contract year to contract year up to a total of forty-five (45) days. Upon termination of this Agreement or upon separation of the Superintendent from employment, regardless of the reason therefore, all unused sick time remaining shall be forfeited and shall have no cash redemption value under any circumstances. In the event of a

catastrophic medical situation, the Superintendent may request of Committee and Committee, in its discretion, may grant additional sick leave by borrowing against future year's accruals.

**E. Emergency/Personal Days:**

The Superintendent shall be granted up to four (4) days of emergency/personal leave per contract year to conduct business which cannot be conducted outside the work day. Such leave shall not accumulate and may not be carried over from year to year. Upon termination of this Contract or upon separation of the Superintendent from employment, regardless of the reason therefor, all unused personal time remaining shall be forfeited and shall have no cash redemption value under any circumstances.

**F. Bereavement Leave:**

The Superintendent shall be granted up to five (5) days of leave annually without loss of pay in the event of the death of a member of her immediate family. Unused bereavement leave shall not accumulate and may not be carried over from year to year. Upon termination of this Contract or upon separation of the Superintendent from employment, regardless of the reason therefor, all unused bereavement leave shall be forfeited and shall have no cash redemption value under any circumstances.

**G. Vacation:**

1. The Superintendent shall be credited annually, on July 1, twenty-five (25) days of vacation per fiscal year, exclusive of holidays. Vacation time shall be prorated for less than a full fiscal year's work. A maximum of ten (10) vacation days granted for a particular year may be carried over and used the following year at her discretion. At no time shall the Superintendent have more than thirty-five (35) days in her vacation bank. The Superintendent shall notify the Committee if her intentions in this regard on or before June 1 of each year.
2. The Superintendent may buy back up to ten (10) vacation days at the conclusion of this Agreement (June 30, 2020) at her then current per diem rate.
3. Unused vacation days may not be accumulated from fiscal year to fiscal year, except as otherwise specified above, but will be surrendered and shall have no cash redemption value.
4. In the event that this Agreement is terminated prior to the conclusion of the year (whether due to termination, resignation, retirement, or death), vacation days shall be pro-rated based upon that part of the year actually worked and payment shall be made to the Superintendent, at the per diem rate, in the next pay period following the effective date of termination.

5. The Superintendent shall provide advance notice to the Committee of her anticipated vacation schedule for each year of this Agreement. All vacation time shall be taken by the Superintendent during days in which the Southern Berkshire Regional School District is not in session, unless such vacation time is approved in advance by the School Committee Chairperson.

**H. Holidays:**

The Superintendent shall receive the following paid holidays: July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Patriots' Day, and Memorial Day.

**I. Travel Expenses:**

The Committee shall pay to the Superintendent Three Hundred Dollars (\$300.00) per calendar month as an allowance for any and all in-district and out of district business related mileage and incidental travel expenses. This payment may be subject to appropriate state and federal tax withholdings.

**J. Professional Memberships/Dues/Expenses:**

1. The Superintendent shall maintain membership in the following professional organizations: the American Association of School Administrators ("AASA"), the Association for Supervision and Curriculum Development ("ASCD"), the Massachusetts Association of School Superintendents ("MASS"), and the Massachusetts Association of School Business Officials ("MASBO"). The cost of such memberships shall be paid by the District. Any professional organization membership costs in excess of those identified above are subject to the prior approval of the School Committee and the availability of funding.
2. The Superintendent may attend appropriate professional meetings at the local, state and national level, with the prior approval of the Committee and shall be reimbursed by the Committee for those reasonable expenses, including but not limited to travel, food, lodging and registration expenses, associated with her attendance at such meetings which have been approved by the Committee in advance. An itemized expense statement for out-of-district expenses will be filed by the Superintendent with the School Business Administrator of the District as soon as reasonably possible following the incurring of such expenses.
3. The School Committee will pay for the Superintendent's participation in the MASS/DESE Massachusetts New Superintendent Induction Program (NSIP), up to the amounts specified below:
  - a. For the year commencing July 1, 2017 - \$4,800.00;

- b. For the year commencing July 1, 2018 - \$3,900.00; and,
  - c. For the year commencing July 1, 2019 - \$3,900.00.
4. The School Committee shall reimburse the Superintendent for pre-approved tuition costs, up to an annual maximum of Two Thousand Dollars (\$2,000.00) per year, in connection with job-related graduate course work.

**K. Relocation Reimbursement:**

The Committee shall reimburse the Superintendent for moving expenses associated with her relocation to a Town within the District, with the total amount of such reimbursement not to exceed Five Thousand Dollars (\$5,000.00), provided such relocation occurs prior to August 31, 2019. To be eligible for such reimbursement, the Superintendent shall submit invoices and proof of payment to the Chair. Reimbursement shall be made within thirty (30) days of the submission of acceptable documentation.

**L. Technology**

The Committee shall provide the Superintendent with a lap top computer and a cell phone and service for the term of this Agreement. The lap top and cell phone are considered property of the District and are provided to the Superintendent for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all such computer and cell phone equipment shall be returned to the Committee.

**SECTION 8: CONSULTATIVE WORK**

The Superintendent's exclusive employer shall be the Southern Berkshire Regional School District School Committee and she shall not engage in any business activity during the term of this Agreement which interferes in any way with her ability to perform her functions as Superintendent. The Superintendent may undertake and engage in consultative work, as well as speaking engagements, writing and lecturing, or other engagements of a professional nature, including the acceptance of honoraria, paid or unpaid, on behalf of outside individuals and/or concerns provided that they do not derogate from her performance of her duties and job responsibilities as Superintendent of Schools, provided she has obtained the prior approval of the School Committee. The Superintendent is expected to keep the Committee fully apprised in advance of her planned activities in this regard on a monthly basis through communication with the Chair of the Committee.

All consultative work shall be performed by Superintendent on vacation or personal time granted under this Agreement.

**SECTION 9: MEDICAL EXAMINATION**

The Superintendent may be required to submit to a medical examination once each year during the life of this Agreement, the cost of which shall be borne by the Committee, and



shall file or cause to be filed with the Committee an appropriate physician's certification of her ability to fulfill the duties of the position of Superintendent of Schools. This provision may be waived by the Committee in its sole and absolute discretion.

**SECTION 10: CERTIFICATION**

The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate qualifying her to act as Superintendent of the District, as required by Massachusetts General Laws Chapter 71, §38G and applicable rules and regulations of the Massachusetts Department of Elementary and Secondary Education.

**SECTION 11: WARRANTY OF CREDENTIALS**

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of the Superintendent's employment by a majority vote of the full Committee and then this Agreement shall become null and void with no further obligations or recourse to the Parties.

**SECTION 12: STATE ETHICS LAWS**

The Superintendent is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of her job duties and responsibilities. Without limitation, on or before July 01, 2017, the Superintendent shall produce a receipt from the Massachusetts State Ethics Commission reflecting her successful completion of all online training requirements.

**SECTION 13: CORI AND FINGERPRINT BACKGROUND CHECK**

During the term of this Agreement, the Superintendent shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38R. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint criminal background check which, in its sole discretion, which shall not be arbitrarily, capriciously or unreasonably exercised, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement, and the Superintendent's employment hereunder, may be terminated in accordance with the provisions of Section 15 below.

**SECTION 14: INDEMNIFICATION**

The Committee agrees to indemnify and hold harmless the Superintendent 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 District or the Committee unless the Superintendent provides

reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Superintendent, provided that, upon cessation of the employment relationship if called to assist or cooperate with the District or Committee in their legal defense, the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her last effective per diem rate of pay. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of this Agreement. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

## **SECTION 15: TERMINATION OF AGREEMENT AND EMPLOYMENT**

### **A. By the Superintendent:**

In the event that the Superintendent desires to terminate this Agreement and her employment with the District, she may do so by delivering to the then Chairperson of the Committee written notice of her intent to resign with as much notice as possible. Such notice shall be mailed to said Chairperson by certified mail, return receipt requested. Said notice shall set forth the termination date, which date shall not be less than one hundred (100) days after the date of the postmark appearing upon the aforesaid notice; PROVIDED HOWEVER, that no termination by the Superintendent hereunder shall become effective until the close of any school year during which this Agreement is in effect, unless an earlier date is agreed to by the Committee (the "Termination Effective Date"). In the event that notice of termination is given by the Superintendent, the rights, duties and obligations of the Parties hereto shall cease and be determined as of noon of the Termination Effective Date.

### **B. By the Committee – For Good Cause:**

The Superintendent shall be subject to dismissal and this Agreement subject to termination for good cause. For purposes of this Agreement, the term "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: inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, incompetence, failure to satisfy the performance standards established pursuant to this Agreement, and/or the abolition of the position of Superintendent of the Southern Berkshire Regional School District due to the dissolution or re-organization of the Region as it is currently constituted. In the case of the abolition of the position, the Committee shall indicate in its notice to the Superintendent that her separation from employment is based on the dissolution or re-organization of the Region and not based on her actions or performance.

The decision to discharge the Superintendent and to terminate with good cause this Agreement shall be made by the School Committee by a majority vote of the full

ten (10) member School Committee. Upon such a vote, the obligations of the Committee under this Agreement shall cease, excluding only the obligation to participate in the process or review established in this Section 15. The Superintendent shall have the right to service of a written notice of intent to dismiss, including an explanation of the grounds for such action in sufficient detail to permit her to respond, and all documents on which the Committee intends to rely relating to the grounds for the proposed dismissal, and shall be entitled to notice of the hearing to be held in Executive Session where such vote will be taken and the opportunity to respond to the notice of intent to dismiss, present evidence and witnesses. The written notice of intent to dismiss will be provided at least fifteen (15) days prior to any scheduled hearing before the School Committee. The Superintendent may be represented by an attorney or other representative, at her own expense, at any such hearing. Any hearing held under this Section shall be held in accordance with the provisions of Massachusetts General Laws, Chapter 30A, §21(a)(1).

The Superintendent may appeal any dismissal action by the School Committee to final and binding arbitration through the American Arbitration Association (“AAA”) by filing a demand for arbitration with the AAA within thirty (30) calendar days of the School Committee’s vote. The arbitration process described herein shall be the Superintendent’s exclusive remedy for any dismissal action. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The Parties agree to submit to subpoenas issued by the arbitrator. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal damages or compensatory damages other than back pay or benefits.

**C. By the Committee – Without Good Cause:**

By majority vote of the full ten (10) member School Committee, the Committee may terminate this Agreement and the Superintendent’s employment at any time prior to June 30, 2020 without good cause by providing the Superintendent with at least ninety (90) calendar days written notice and paying the Superintendent an early termination payment of the lesser of Seventy Five Thousand Dollars (\$75,000.00) or the remaining salary amounts due under Section 4.A of this Agreement. In the event of termination pursuant to this Paragraph, with the exception of the early termination payment, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and/or benefits after the effective date of termination. The Parties will endeavor to reach agreement on a joint statement regarding the early termination of this Agreement. The Superintendent may request or the Committee may require the Superintendent to use her accrued vacation days prior to the effective date of termination.

**SECTION 16: NOTICES**

Any notice 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 the District's central office in the case of the Committee with a copy to the home address of the Chairperson of the Committee.

**SECTION 17: ENTIRE AGREEMENT**

This Contract embodies the whole agreement between the Committee 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 a writing signed by the party against whom enforcement thereof is sought.

**SECTION 18: INVALIDITY**

If any paragraph, part of or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

**SECTION 19: LAW GOVERNING**

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.


**SECTION 20: COUNTERPARTS**

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

**IN WITNESS THEREOF**, the Parties have hereunto signed and sealed this Agreement and a duplicate thereof this 6<sup>th</sup> day of April in the year 2017.

**SOUTHERN BERKSHIRE REGIONAL  
SCHOOL DISTRICT COMMITTEE**

By:

  
E. Bonnie Silvers  
Its Vice-Chair

  
BETH REGULBUTO,  
Superintendent