

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
WESTBOROUGH SCHOOL COMMITTEE
AND
AMBER BOCK (SUPERINTENDENT)**

This Employment Agreement (hereinafter referred to as “this Agreement”) is made between the Westborough School Committee (hereinafter referred to as “the Committee”) and Amber Bock hereinafter referred to as “the Superintendent” or “Mrs. Bock”. This Agreement shall be effective as of July 1, 2020. For mutual consideration expressed herein, the parties agree as follows:

1. Term:

The Committee agrees to employ Mrs. Bock as the Superintendent of Schools, and the Superintendent agrees to accept such employment for a term of four years, commencing July 1, 2020 and terminating on June 30, 2024 unless terminated earlier in accordance with the provisions of Section 7 herein. For the purposes of this Agreement, a contract year shall commence on July 1st and end the following June 30th. A one-year optional extension, commencing on July 1, 2024 and terminating on June 30, 2025, can be mutually agreed upon by the School Committee and the Superintendent when the original term is at an end. The Committee will determine on or before January 1, 2024 if the contract extension will be offered.

2. Compensation:

Effective July 1, 2020, the annual salary of the Superintendent is One Hundred Ninety Thousand, Six Hundred Thirty-Five dollars (\$190,635) for the FY21 contract year. In consideration of her salary, the Superintendent agrees to perform faithfully the duties of the Superintendent.

The annual salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members employed by the Committee. The Superintendent’s annual salary shall be earned ratably throughout the contract year and shall be prorated for work of less than one full contract year.

For FY22 and FY23 Superintendent’s annual compensation percentage increase to follow the negotiated settled Unit A contract, unless otherwise renegotiated by parties. The Committee will determine on or before June 15, 2023, the annual compensation to be paid for the fourth contract year, following the evaluation of the Superintendent’s performance pursuant to Section 3 of this Agreement and thereafter on or before each June 15 in subsequent contract years. The Committee may increase the Superintendent’s salary and/or benefits during the term of this Agreement commencing July 1, 2021, and each July 1 thereafter; if in the Committee’s discretion, her performance as Superintendent warrants and/or the general economic conditions of the school district permit such increase. Said annual compensation cannot be reduced in subsequent years without the written agreement of the Superintendent. Any salary adjustment and/or benefit adjustment shall be in the form of an amendment to this

Agreement and shall not constitute or be deemed a new agreement.

3. Performance Evaluation:

The Committee shall devote at least a portion of one meeting before June 15 in each contract year of the Superintendent's employment by the District to an evaluation of her performance and working relationship with the Committee, unless the Superintendent and the Committee Chair mutually agree to postpone this date. The performance evaluation shall be based upon performance criteria mutually agreed upon by the parties, and shall be reduced to writing in a form mutually agreed upon by the parties. Unless the parties agree otherwise, the Superintendent shall be provided with a copy of the written evaluation. Such meeting shall be held in open session in accordance with the provisions of Massachusetts General Laws chapter 30A. The Committee Chair or his/her designee shall prepare a composite summary statement of the Superintendent's performance which will be considered, subject to amendments, and voted by the Committee as the evaluation of the Superintendent and made public.

4. Duties and Responsibilities:

- a. The Superintendent shall be the superintendent and chief executive officer for the Westborough Public Schools and shall perform all the duties of and possess all 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 Westborough School Committee.
- b. As way of example, and not limitation, the Superintendent shall be responsible for, among other things, hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing her subordinates and employees in the Westborough Public Schools, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school system, establishing and implementing sound financial management procedures and otherwise organizing the school system in a manner that best serves the educational needs of the students in the Westborough Public Schools in accordance with Massachusetts General Laws, applicable federal laws, and applicable Committee policies. The Committee may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of a Superintendent of Schools in the Commonwealth of Massachusetts.
- c. The Superintendent shall attend all meetings of the Westborough School Committee, unless excused, and may participate in all School Committee deliberations, except when matters relating to her own employment are under consideration. She shall assist the Chairperson of the School Committee in setting agendas for school committee meetings and in preparing for School Committee meetings. She shall advise the School Committee on policies,

procedures, and plans and shall take the initiative in presenting and recommending policies, procedures, and planning issues to the School Committee.

- d. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Agreement; provided, however, that she may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities with or without remuneration, so long as such work and activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein. If the professional activities require the Superintendent to be absent from the Westborough School district for more than two consecutive work days, she must notify the Committee Chair prior to her absence.

5. Reimbursement for Work-Related Expenses:

Subject to the provisions in this Section 5, the Superintendent is authorized to incur reasonable expenses in connection with the performance of her duties including expenses for professional conferences, travel, lodging, and meal expenses, up to the amount approved by the School Committee in the district's annual budget. The district will reimburse the Superintendent each month for all such expenses upon presentation by the Superintendent of receipts and an itemized account of such expenditures, up to the amount approved by the School Committee in the district's annual budget.

- a. Membership dues. The Committee shall reimburse the Superintendent for memberships in the American Association of School Administrators, the Massachusetts Association of School Superintendents, and any other customary and appropriate organizations, which are approved by the School Committee in advance and are appropriated within the annual budget.
- b. Mileage Reimbursement for Out-of-District Travel. The Committee shall reimburse the Superintendent for her mileage expenses based on the current reimbursement rate established by the IRS for any travel outside of the district on school business. The Superintendent shall also receive \$300 per month as a car allowance.
- c. Professional Education/Consulting
 1. Superintendent shall be granted \$3,000 annually in a Professional Education/Consulting Fund as administered by the School Committee on behalf of the Superintendent. The Superintendent shall draw on the Professional Development funds up to the limit as needed for graduate courses and other professional development program, seminars, or activities to assist the Superintendent in her professional growth...
 2. As a courtesy, the Superintendent shall provide information to the school committee of her Professional Development plans and schedule of any programs which may be conducted during normal school hours of operation.

6. Work Year, Leave Benefits, Annuity, Health, Disability Insurance, and Retirement Account Benefit:

- a. Work Year. The work year for the Superintendent is twelve months commencing July 1st of each contract year and ending the following June 30th.
- b. Vacation Leave. The Superintendent shall earn twenty-eight (28) days of paid vacation leave per contract year at the rate of 2.333 days of vacation leave per month. The Superintendent may carry over up to twelve (12) days of accrued unused vacation days into the subsequent contract year, subject to a maximum accumulation of forty (40) days at any one time, provided that she has given the Committee written notice on or before March 15th of the contract year in which the vacation is or will be accrued, that she intends to carry over accrued unused vacation days with the number of days which she intends to carry over. The Superintendent shall cease to accrue vacation leave in any month where she has forty (40) accrued unused vacation days available to her. The Superintendent may borrow against future accrual of vacation leave within the contract year with the prior approval of the Committee. The Superintendent will notify the Committee Chairperson in advance of her intention to take more than two (2) consecutive days of vacation leave. The superintendent shall be allowed to request payment for up to ten (10) unused vacation days per contract year, such payment to be made at the end of the contract year.
- c. Sick Leave. The Superintendent will be entitled to receive one and one half (1.5) days per month of sick leave, which may accumulate up to a maximum of 200 days from year to year. There is no payment for unused sick leave.
- d. Personal Leave. The Superintendent is entitled to up to three (3) days' personal leave per contract year, non-accumulative, for the purpose of conducting essential personal matters that cannot be carried out during non-working hours.
- e. Bereavement Leave. In the event of each case of death in the Superintendent's immediate family, the Superintendent will be granted, at her request, reasonable necessary time off as funeral leave on any of the days prior to the funeral, on the day of the funeral, or on the days after the funeral. Such leave shall be without loss of pay to the extent set forth in the following schedule:
 1. Death of spouse, child, grandchild, parent, brother or sister, parent-in-law or relative living in the same household: up to five (5) days without loss of pay.
 2. Death of a grandparent, brother-in-law, or sister-in-law: One (1) day without loss of pay plus one (1) day in a non-pay status or chargeable at the Superintendent's option to any available personal day leave.

- f. Health Insurance. During the term of this Agreement, the Committee shall provide the Superintendent with such health insurance as is available to other professional school employees under the plan in effect on the date of execution of this Agreement or as may be amended from time to time at the discretion of the Committee or Town of Westborough.
- g. Disability Insurance. During the term of this agreement, the Westborough Public Schools will reimburse the Superintendent the cost of her individual Long Term Disability Insurance policy up to a maximum reimbursement of \$1,100. per Contract Year. Reimbursement will be paid out annually on or about July 1st of each year upon the Superintendent's presentation of a paid receipt for a Long Term Disability Insurance policy covering the Superintendent.
- h. Retirement Account. During the term of this agreement, the Westborough Public Schools will establish a 403(b) retirement income account for the Superintendent. The Westborough Public Schools will fund the account up to a maximum of \$1,500 per contract year.

7. Termination of Employment Agreement:

- a. By the Committee With Cause. During the term of this Agreement, the Committee may suspend the Superintendent from her position as superintendent and/or may terminate her employment and this 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. Prior to any termination for cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against her, 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 seven (7) 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 Massachusetts General Laws chapter 30A. The hearing shall be public or private, at the option of the Superintendent, and the Superintendent shall be entitled to have her legal counsel present to advise her. 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 judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the School Committee shall not be required to pay, and the Superintendent shall not be entitled to receive, salary payments or benefits payable after the effective date of termination. The Superintendent may request or the Committee may require that the Superintendent use her accrued vacation days prior to her final day of employment with the Westborough Public Schools.

- b. 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 her employment and this Agreement. If the Committee exercises its option to terminate the Superintendent's employment and this Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination. The Superintendent may request or the Committee may require that the Superintendent use her accrued vacation days prior to her final day of employment with the Westborough Public Schools.
- c. By the Superintendent. The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty (120) calendar days advance notice. If the Superintendent voluntarily terminates this Agreement prior to the expiration of the contract term and does not provide the Committee the requisite one hundred twenty (120) calendar days advance notice of her intention to resign, the Committee may deduct from the Superintendent's final payments the sum of \$15,000. In the event of termination pursuant to this paragraph, the School 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. The Superintendent may request, or the Committee may require if the Superintendent gives less than 120 calendar days' notice, that the Superintendent use her accrued vacation days prior to her final day of employment with the Westborough Public Schools.

8. Representation of Superintendent and Medical Examination:

- a. Certification/Licensure. The Superintendent hereby represents to the Committee that she is currently certified to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Elementary and Secondary Education hereinafter referred to as the "Department of Education", and the Superintendent shall maintain such certification and licensure as is required pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Education.
- b. Fitness for Duty and Medical Examination. The Superintendent represents that on the day she executed this Agreement she is able to perform the essential functions of the position of Superintendent of Schools. The Superintendent agrees to submit to comprehensive medical examinations at the request of the Committee to determine the Superintendent's fitness to perform the essential functions of her position with or without reasonable accommodation, and the Superintendent agrees to authorize the release of the results of such

examinations to the Committee.

9. Indemnification:

- a. In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide legal counsel and to indemnify the Superintendent 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 Superintendent is acting within the scope of her employment or under the direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent in accordance with Section 7 of this Agreement.
- b. As a condition of receiving such indemnification, the Superintendent shall, within one (1) business day of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.
- c. This Section 9 shall survive the termination of this Agreement.

10. 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 its central office in the case of the Committee with a copy to the home address of the Chairperson of the Committee.

11. Entire Agreement:

This Agreement contains the entire understanding between the Committee and the Superintendent with respect to the subject matters herein and supersedes all prior agreements. This Agreement may not be modified or amended other than by an agreement in writing that has been executed by the parties hereto.

12. Invalidity:

If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provision 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.

13. Governing Law:

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

14. Counterparts:

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

IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this 29th day of June 2020.

By the Westborough School Committee:



Kristen Vincent, School Committee Chair

By the Superintendent:



Amber Bock, Superintendent



WESTBOROUGH PUBLIC SCHOOLS

45 WEST MAIN STREET • WESTBOROUGH, MASSACHUSETTS 01581
TELEPHONE (508) 836-7700 • FAX (508) 836-7704 <http://westborough.org>

YEAR THREE SALARY AGREEMENT
between
AMBER BOCK
and
THE WESTBOROUGH PUBLIC SCHOOLS

POSITION	SUPERINTENDENT
YEAR	FY24
SALARY	\$ 211,356

All other terms and conditions as stated in the contract agreement for the period July 1, 2020 – June 30, 2024 between Amber Bock and the Westborough Public Schools, dated June 29, 2020.

STEPHEN DORET, SCHOOL COMMITTEE CHAIR

7/20/2023
DATE

AMBER BOCK

DATE