

EMPLOYMENT AGREEMENT

SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT

AND

(July 1, 2018 – June 30, 2021)

This AGREEMENT, by and between the Spencer-East Brookfield Regional School District¹ (hereinafter referred to as “the School District”), acting by and through the Spencer-East Brookfield Regional School Committee (hereinafter referred to as “the School Committee”) and or the “Superintendent”), witnesses that:

WHEREAS, the School District desires to employ as the Superintendent of Schools of the Spencer-East Brookfield Regional School District; and

WHEREAS, desires to serve as the Superintendent of Schools;

NOW THEREFORE, the School District and agree as follows:

1. **Employment.** The School District hereby employs as Superintendent of Schools and hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

2. **Term.**

A. The term of this Agreement will be July 1, 2018 through June 30, 2021.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School District to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 20 of this Agreement.

C. acknowledges his commitment to the School District for the duration of this Employment Agreement.

¹ The School District is comprised of the Towns of Spencer and East Brookfield.

3. **Compensation.**²

A. From July 1, 2018 through June 30, 2019, the School District will pay the Superintendent for services rendered by the Superintendent to the School District under this Agreement at the bi-weekly salary rate of \$5,576.92, which if annualized would equal \$145,000.00 annually, less all lawful withholdings and deductions.

B. In the second year, (July 1, 2019 through June 30, 2020), the School District will pay the Superintendent for services rendered by the Superintendent to the School District under this Agreement at the bi-weekly salary rate of \$5,769.23, which if annualized would equal \$150,000.00 annually, less all lawful withholdings and deductions.

C. In the third year (July 1, 2020 through June 30, 2021), the School District will pay the Superintendent for services rendered by the Superintendent to the School District under this Agreement at the bi-weekly salary rate of \$5,961.53, which if annualized would equal \$155,000.00 annually, less all lawful withholdings and deductions.

D. At no time during the term of this Agreement or any extension hereof shall the Superintendent's salary be reduced, subject to footnote 2 below.

4. **Duties.**

A. The Superintendent will serve as the Chief Executive Officer, the Chief Educator, and the Instructional Leader of the Spencer-East Brookfield Regional School District. He shall manage the affairs of the school system in accordance with M.G.L. Chapter 71, Section 59 and the policies of the School Committee.

B. The Superintendent will administer and lead the District in the curriculum and instruction and will oversee all matters having to do with selection, appointment,

² The compensation provided for in this provision is based on the Superintendent's decision not to participate in the School District's health insurance plan. If the Superintendent elects to participate in the School District's health insurance plan at any time during the term of the contract, he acknowledges that the compensation amounts listed in this provision may be changed by the School Committee to reflect the District's costs to provide health insurance to the Superintendent.

assignment, transfer, promotion, organization, reduction or termination of personnel employed or to be employed by the School District consistent with state law and collective bargaining contract obligations.

C. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget and the direction of employees of the School District shall be through the Superintendent and the Principals. Such duties and responsibilities shall be performed and discharged by the Superintendent or his staff under his direction in accordance with the policies of the School Committee and law.

D. The Superintendent shall have the right to attend all regular and special open meetings of the School Committee and shall serve as the advisor to the School Committee and make recommendations on matters affecting the policy of the School District.

E. Criticisms, complaints and suggestions involving the administration of the School District called to the attention of the School Committee shall be referred to the Superintendent for study, disposition or recommendation, as appropriate, to facilitate the orderly administration of the School District and ensure responsiveness to the public.

F. The Superintendent shall keep the School Committee advised of the educational achievements of the School District and of its financial status from time to time. The Superintendent will keep the School Committee informed of significant District business, activities and events and will provide the School Committee with such information and materials as the School Committee requests from time to time or is reasonably required to develop policies and be informed on the budget, to the extent permitted by law.

G. The Superintendent will represent the School District before appropriate public and private organizations and will perform duties consistent with his position. The Superintendent will also perform such other duties and responsibilities as may from time to time be assigned to him by the School Committee.

H. The Superintendent shall be responsible for adhering to all relevant School District policies, whether they specifically refer to administration or not. The parties recognize that as the Chief Executive Officer and Chief Educator of the School District, the Superintendent must lead by example.

I. The Superintendent will devote his full time and best efforts to his duties as Superintendent and will perform such duties in a professional and competent manner.

5. **Status.** The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

6. **Technology.** The School District will provide the Superintendent with a (IBM) laptop and printer for use at his place of residence during the term of this Agreement for school business. The Superintendent shall also be provided with a cell phone with a data plan and a tablet for school business. Such items are the property of the School District and said laptop, printer, cell phone and tablet will be returned to the School District at the end of the Superintendent's employment with the School District.

7. **Business/Travel Expense Payment.**

A. In addition to the compensation described in Section 3 of this Agreement, the Superintendent shall receive a monthly payment of \$150, subject to withholdings, to cover his reasonable and necessary business and travel expenses. He shall be reimbursed for tolls and parking expenses incurred while on school business upon submitting of documentation.

B. All out of state travel by the Superintendent in connection with School District business shall require the prior approval of the School Committee.

8. **Professional Memberships and Conferences**

A. The School District shall pay for professional dues, membership costs and affiliation fees for relevant professional organizations (e.g., MASS, AASA and ASCD), subject to budget appropriation.

B. The School District shall reimburse the Superintendent, subject to budget appropriation, for attendance at, and reasonable and necessary expenses related to, professional conferences, including travel, food, lodging, and registration expenses, upon submission by the Superintendent of a written voucher. The Superintendent shall coordinate his attendance at professional conferences with the Chair of the School Committee.

9. **Professional Development Expenses.**

A. The School District will reimburse the Superintendent, in the first year of this Agreement, up to a total of \$2,500 for the cost of his participation in the new superintendent induction program, upon submission by the Superintendent of a written voucher for this particular expense.

B. In the second year of this Agreement, the School District will reimburse the Superintendent up to a total of \$2,500 for the cost of his participation in the new superintendent induction program, upon submission by the Superintendent of a written voucher for this particular expense.

C. In the third year of this Agreement, the School District will reimburse the Superintendent up to a total of \$2,500 for the cost of his participation in the new superintendent induction program, upon submission by the Superintendent of a written voucher for this particular expense.

10. **Performance Evaluation.**

A. The School Committee will evaluate the Superintendent's performance on an annual basis in June.

B. The Superintendent shall submit annually his set of goals and objectives, including measurable outcomes and dependencies, to the School Committee in September, except in the first year of this Agreement he shall submit said goals and objectives in July.

11. **Retirement.** The Superintendent will be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

12. **Insurance.** The Superintendent will be eligible for and subject to the same group life insurance benefits, and any other group insurance³ benefits available to non-bargaining unit employees of the School District.

Modification of such benefits or contribution rates shall not constitute a breach of this Agreement or any extension thereof, and the School District reserves the right to change, amend or end all benefits. In the event of any conflict between this Agreement and any practice of the School District related to Administrator benefits, the provisions of this Agreement shall prevail.

13. **Vacation Leave.**

A. The Superintendent will be entitled to and granted twenty (20) paid vacation days per contract year. Any request to use vacation leave while school is in session must receive prior approval from the Chair of the School Committee.

B. Any vacation not used during the fiscal year will be forfeited by the Superintendent.

C. The Superintendent will coordinate his use of vacation leave with the Chair of the School Committee.

14. **Holidays.** The Superintendent shall receive all holidays and one-half days before holidays, if any, recognized by the School Committee and made available to any other School District administrative employees.

15. **Personal Leave.** The Superintendent will be entitled to three (3) days of paid personal leave per fiscal year. The Superintendent will coordinate his use of personal leave with the Chair of the School Committee if school is in session.

³ Health Insurance not applicable as it is not needed and, therefore, is waived by the Superintendent.

15A. **Administrative Leave.** The Superintendent will be entitled to two (2) days of paid administrative leave per fiscal year. The Superintendent will coordinate his use of administrative leave with the Chair of the School Committee if school is in session.

16. **Bereavement Leave.** The Superintendent will be granted paid bereavement leave of up to ten (10) consecutive working days in the event of the death of his spouse, and up to five (5) consecutive working days in the event of the death of his mother, father, or child, and up to three (3) consecutive working days in the event of the death of his brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other person living in his household. The Superintendent will also be entitled to one (1) day of bereavement leave to attend the funeral in the event of the death of any other relative or friend.

17. **Sick Leave.** The Superintendent will be granted twenty (20) paid sick days effective on the start date of this Agreement (July 1, 2018). Effective July 1, 2019, the Superintendent will accrue sick leave based on 1.5 days per month of active employment. Sick leave shall be cumulative to a maximum of one hundred forty-five (145) days. Accumulated sick leave shall be credited to the Superintendent on July 1 of each fiscal year, if applicable.

18. **Certification.** The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts law.

19. **Other Professional Activities.** The Superintendent may accept reasonable speaking, writing, lecturing or other engagements of a professional nature, provided they do not derogate from or interfere with his duties as Superintendent, are in accordance with M.G.L. Chapter 268A, and he notifies the Chair of the School Committee in advance of such engagements.

20. **Termination of Agreement.**

A. The School Committee may terminate the employment of the Superintendent at any time during the term of the Agreement for good cause after written notice and hearing. Written notice shall be given thirty (30) days prior to a hearing, and shall include the reasons for the proposed action and copies of all known relevant

documents that exist at the time of written notice. The hearing shall be conducted before the School Committee or a hearing officer designated by the School Committee, who shall be an attorney. The Superintendent shall have the right to counsel, the right to present and cross examine witnesses and the right to present evidence at such hearing.

B. The Superintendent may resign his position upon ninety (90) days written notice to the School Committee.

C. This Agreement and the Superintendent's employment may be terminated at any time by mutual consent of both parties.

D. Upon termination of this Agreement for any reason, the Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of termination.

E. Termination of the Superintendent's employment shall terminate this Agreement.

F. This provision shall survive the termination of this Agreement.

21. **Renewal.**

A. In the event the School Committee intends to renew the Superintendent's employment with the School District following the expiration of this Agreement, the School Committee shall provide the Superintendent with written notice of such intent no later than November 3, 2020.

B. The Superintendent shall notify the School Committee, in writing, on or before October 1, 2020, if he is seeking renewal of his employment with the School District.

C. If the School Committee fails to give written notice by November 3, 2020, that the Superintendent's employment will be renewed, this Agreement and the Superintendent's employment with the School District shall end on June 30, 2021.

D. A non-renewal of this Agreement shall not constitute a dismissal of the Superintendent but rather a conclusion of the contract term.

E. At the School Committee meeting prior to November 3, 2020, the Superintendent shall place on the School Committee Agenda, through the Chairman, a notice that if the School Committee intends to renew the employment of the Superintendent they must give notice by November 3, 2020.

22. **Notices.** All notices required by this Agreement will be in writing and will be deemed to have been duly delivered when delivered in person or three (3) business days after being mailed by certified mail, return receipt requested, or the next business day after being deposited, delivery prepaid, with a nationally recognized next day delivery service, as follows:

TO THE SCHOOL COMMITTEE: , Chair
Spencer-East Brookfield Regional
School Committee
306 Main Street
Spencer, MA 01562

TO THE SUPERINTENDENT:

23. **Consultation with Counsel; No Representation.** The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

24. **Indemnification.**

A. The School District shall defend, save harmless and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Superintendent, provided that the

Superintendent acted within the scope of his official duties and that he acted in good faith.

B. The School District may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent.

C. If the School District has not provided legal counsel to the Superintendent, the School District shall reimburse the Superintendent for any reasonable attorneys' fees and costs incurred by the Superintendent in connection with such claims or suits involving the Superintendent in his professional capacity, provided he acted in good faith. This Section does not apply to any legal expenses of the Superintendent in any legal actions the Superintendent may bring in his individual capacity.

D. This Section shall survive any termination of this Agreement.

25. **Completeness.** This Agreement constitutes the entire agreement between the School District and the Superintendent and supersedes any and all other agreements, written or oral, between the parties. This Agreement may only be changed by written amendment executed by the School Committee and the Superintendent.

26. **Enforcement of Agreement.** Any dispute or breach arising under or out of this Agreement shall be subject to arbitration and the decision of the arbitrator shall be final and binding upon the parties. In connection with any such arbitration under this Agreement, the arbitrator shall be a retired state or federal court judge chosen in accordance with the rules and regulations of JAMS. Any such arbitrator, in connection with a termination action in which the arbitrator finds in favor of the Superintendent, shall not order reinstatement to the position of Superintendent of Schools or any other position within the Spencer-East Brookfield Regional School District, and any damages shall not be in excess of the amount of compensation the Superintendent could have earned as if he were to serve the remaining months of his contract.

27. **Severability.** If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no

way be affected, impaired or invalidated so long as the underlying intent of this Agreement can be maintained. The language of all the parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

28. **Interpretation.** This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the day and year below last written.

SPENCER-EAST BROOKFIELD REGIONAL
SCHOOL DISTRICT
Acting by and through the School Committee

,

Superintendent of Schools

Date

Date

APPROVED AS TO LEGAL FORM:
For the School District:

School Counsel

Date