

**BLUE HILLS REGIONAL VOCATIONAL SCHOOL DISTRICT
800 Randolph Street
Canton, MA 02021-9103**

Contract of Employment for the Superintendent

This **AGREEMENT**, made and entered into this 1st day of October 2019, by and between the BLUE HILLS REGIONAL VOCATIONAL SCHOOL DISTRICT COMMITTEE (the "Committee"), who act hereunder in their representative capacity only and without any personal liability to themselves, and **Jill M. Rossetti** ("the Superintendent-Director").

WITNESSETH:

WHEREAS, the Blue Hills Regional Vocational School District Committee is authorized by Massachusetts General Laws Chapter 71, Section 41 to award a contract to a Superintendent of Schools; and,

WHEREAS, it is the desire of the Committee to describe and define the duties, benefits, and terms and conditions of employment for such position; and,

WHEREAS, The Committee desires to employ the service of said Jill M. Rossetti as its Superintendent-Director, and

WHEREAS, Jill M. Rossetti desires to serve in full-time employment as the Superintendent-Director of the Blue Hills Regional Vocational School District and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

SECTION 1: EMPLOYMENT

The Committee hereby employs Jill M. Rossetti as Superintendent-Director of the Blue Hills Regional Vocational School District effective September 1, 2019.

SECTION 2: PRIOR AGREEMENTS/EMPLOYMENT

This Agreement shall become effective September 1, 2019. As of its effective date, this Agreement shall supersede all other agreements, written or verbal, between the Committee and the Superintendent-Director.

SECTION 3: TERM

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall be for a period commencing September 1, 2019 and ending on June 30, 2022, unless sooner terminated in accordance with the provisions hereof. For purposes of this Agreement, the Superintendent-Director's anniversary date will be July 1 of each year.

If the Committee does not notify the Superintendent-Director by January 1, 2022 that it does not intend to renew this agreement, then the agreement shall be renewed for a one year period. Said notice of the school committee's intent not to renew the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent-Director at her address of record.

SECTION 4: DUTIES

The Superintendent-Director shall perform faithfully, to the best of her ability, the duties of Superintendent of Schools and shall serve as Executive Officer of the Committee.

The Superintendent-Director shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools, and shall serve as Executive Officer of the Committee in accordance with M.G.L. Chapter 71, Section 59 and all other applicable laws and regulations of the Commonwealth.

The Superintendent-Director and the Committee shall fulfill all of the terms and conditions of this contract and applicable law, and shall comply with all policies and procedures

of the Committee. The Superintendent shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

The Superintendent-Director shall be available during normal school hours and on such evenings and weekends as may be required by the nature of her position as Superintendent-Director or as otherwise required by the Chairman of the Committee or his/her designee.

SECTION 5: COMPENSATION

Effective September 1, 2019, through June 30, 2020, the Superintendent-Director shall be paid based on an annual salary of \$143,000 per year, payable in bi-weekly equal installments. The Superintendent-Director's total earnings during this time period will be a pro-rated portion of the \$143,000 salary, as a result of the partial year.

The Committee may award salary increases to the Superintendent-Director for subsequent years of this Agreement, based on the results of the Committee's performance evaluation of the Superintendent-Director.

SECTION 6: FRINGE BENEFITS

The Superintendent-Director shall be entitled to the following benefits:

A. Sick Leave

The Superintendent-Director be entitled to sick leave in an amount equal to, but not in excess of, eighteen (18) days of sick leave for each year of this Contract and any extensions hereunder. The Superintendent-Director shall be allowed to accumulate unused sick leave without limitation. Upon separation from employment, the Superintendent-Director may sell back her accumulated sick leave at the rate of \$25.00 per day up to a total of \$4,000.00. In no event shall the Superintendent-Director be reimbursed for accumulated sick days in excess of the \$4,000.00 total referenced above.

B. Bereavement Leave:

The Superintendent-Director will be allowed bereavement leave with pay for each death in the family as follows:

Five (5) days of leave for the death of a spouse, child, father, mother, sister or brother, stepchild, stepfather, stepmother, stepsister, or stepbrother;

Three (3) days of leave for the death of a grandchild, grandparent, mother-in-law, or father-in-law;

One (1) day of leave for the death of an aunt, uncle, nephew, niece, or a spouse's grandparent.

Additional Bereavement Leave may be granted at the discretion of the Committee for unusual circumstances.

Personal Leave:

For each year of this Contract of Employment, the Superintendent-Director shall receive three (3) days of personal leave, which may be used during the contract year in which the leave has been granted, to attend to personal matters which cannot be scheduled during non-work hours. Unused personal time may not be carried over from year-to-year.

C. Insurance:

The Superintendent-Director shall be eligible for group health, dental and disability insurance benefits to the same extent as other employees of the district in accordance with and subject to the Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage. The Superintendent-Director shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the District.

D. Longevity:

In recognition of the Superintendent-Director's experience, her service to the District, and to encourage her continuing employment with the District, the following longevity increments shall be payable by the District.

Effective July 1, 2019	\$1500.00
Effective July 1, 2020	\$1500.00
Effective July 1, 2021	\$1500.00

E. Vacation:

For each year of this Contract of Employment, the Superintendent-Director shall receive twenty (25) working days as annual vacation, exclusive of legal holidays and may use them at her discretion. Advance approval of vacation leave of two (2) or more consecutive days must be authorized by the Committee, through its Chair or Vice-Chair. Vacations must be scheduled at times which will not interfere with the safe, orderly operation of the School. Vacation time is intended to be used within the contract year in which it is granted. However, up to ten (10) days of unused vacation leave may be carried over to the following contract year, with prior approval of the School Committee Chair.

In accordance with the Massachusetts Wage Act, M.G.L. c. 149, all accumulated but unused vacation leave will be paid to the Superintendent-Director or her estate in the next pay period following resignation, retirement, death, or cessation of employment in the District for any reason at the then effective per diem rate of pay.

F. Holidays:

The Superintendent-Director shall receive the following paid holidays:

- | | |
|-------------------------------|----------------------------------|
| New Years Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Patriot's Day | Friday after Thanksgiving |
| Good Friday | Day before Christmas |
| Memorial Day | Christmas Day |
| Independence Day | Day before New Year's |
| | Labor Day |

G. Retirement Plan

The Superintendent-Director will be a member of the Mass. Teachers' Retirement System.

SECTION 7: PROFESSIONAL ACTIVITIES

The Superintendent-Director may accept speaking, writing, lecturing or other engagements of a professional nature as long as there is no cost to the District, the engagement does not derogate from her duties as Superintendent-Director, and provided she provides reasonable advance notice to the Committee, through its Chair or Vice-Chair.

SECTION 8: PROFESSIONAL DEVELOPMENT AND REIMBURSEMENT FOR EXPENSES

- a. The Committee shall reimburse the Superintendent-Director for tuition costs and/or expenses in connection with approved courses taken at an accredited institution of higher education and receiving the pre-approval of the Chairperson of the District School Committee, up to a total amount of \$2,000 per fiscal year. Additionally, the committee shall pay for workshops, seminars and conferences that are directly related to the professional duties and responsibilities of the Superintendent-Director position. Said professional development monies shall not accumulate from year-to-year.
- b. The Committee shall reimburse the Superintendent-Director and/or pay in advance for all expenses reasonably incurred in the performance of her duties under this Contract of Employment. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state and national meetings and conference for which he has notified the Committee Chair, and dues resulting from membership in the Massachusetts Association of School Superintendents, the Massachusetts Association for Vocational Administrators, the South Shore Superintendents' Roundtable, the Neponset Valley Sunrise Rotary, and the Canton

Association of Industries. Out-of-state conferences must be approved, in advance, by the Chair.

SECTION 9: LICENSURE

The Superintendent-Director shall furnish and maintain throughout the term of this Agreement a valid and appropriate Massachusetts DESE licensure qualifying her to act as Superintendent-Director of the District, as required by Massachusetts General Laws, Chapter 71, Section 38G and applicable rules and regulations of the Massachusetts Department of Elementary and Secondary Education. The Superintendent-Director agrees to advise the Committee immediately in the event that her license is revoked, suspended or otherwise affected in any way.

SECTION 10: RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT

Consistent with Evaluation requirements as stated in Section 12 below, the Committee shall meet with the Superintendent-Director at least two times each year for the purpose of discussing with her job description, duties, goals, and performance, as well as the working relationship between the Committee and the Superintendent-Director.

SECTION 11: PERFORMANCE

The Superintendent-Director shall perform faithfully the duties of Superintendent-Director as set forth in the attached job description. In addition, the Superintendent-Director shall carry out those other duties asked of her as well as the performance of mutually-agreed established goals.

SECTION 12: EVALUATION

The Superintendent-Director shall be evaluated by the Committee annually using the Massachusetts Model System for Evaluation, and substantially in the manner set out in the DESE Model Rubric for Superintendents and the Implementation Guide for Superintendent Evaluation (dated January 2012, and subsequent amendments thereto, and incorporated hereto by reference).

SECTION 13: STATE ETHICS LAWS

The Superintendent-Director is expected to familiarize herself with all applicable laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this contract of employment and in connection with the performance of her job duties and responsibilities.

SECTION 14: TERMINATION

In the event that the Superintendent-Director desires to terminate this contract before the term of service shall have expired, she may do so by giving at least sixty (60) calendar days' notice of her intention to the Committee. The Superintendent-Director acknowledges that the termination option referenced herein is be exercisable only following consultation with the Committee.

The Committee shall have the right to terminate this agreement in the event of the inability or incapacity of the Superintendent-Director to fulfill her duties or for other just cause; provided that the Committee has given the Superintendent-Director thirty (30) days written notice of intent to terminate in sufficient detail to place her on notice of the basis for such intended action and copies of all relevant documents on which it intends to rely for such action. For purposes of this Agreement, "just cause" shall mean any ground put forth by the Committee in good faith which is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the

Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent-Director, or insubordination.

Arbitration

- A. Scope of Controversy:** Any and all controversies or claims arising out of an alleged breach of this Agreement, excluding claims based on state or federal antidiscrimination laws(except those such claims which cannot as a matter of law be required to be submitted to arbitration), statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. 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 and standards of M.G.L. Chapter 150C or, if G.L. Chapter 150C is determined to be inapplicable, then pursuant to the provisions of Chapter 251 of the General Laws relative to arbitration of commercial disputes.
- B. Arbitrator's Authority:** Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within thirty days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but in no case, shall

such award order or require the reinstatement of the Superintendent to his/her position.

SECTION 15: INDEMNIFICATION

The Committee agrees to provide indemnification and legal defense of the Superintendent-Director in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the Superintendent-Director shall cooperate with the District, its attorneys and agents in all matters relating to said claim.

SECTION 16: ENTIRE AGREEMENT

This Contract of Employment embodies the whole agreement between the District, acting by and through its Committee, and the Superintendent-Director and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Contract of Employment may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

SECTION 17: INVALIDITY

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

SECTION 18: LAW GOVERNING

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

SECTION 19: COUNTERPARTS

This Contract of Employment 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 1 day of oct in the year 2019.

BLUE HILLS REGIONAL VOCATIONAL SCHOOL DISTRICT COMMITTEE

By: [Signature]
Thomas R. Polito, Jr., Chair

By: [Signature]
Jill M. Rossetti, Superintendent-Director

By: [Signature]
Eric C. Erskine, Vice Chair

By: [Signature]
Francis J. Fistori

By: [Signature]
Aidan G. Maguire, Jr.

By: [Signature]
Michael C. Franzosa

By: [Signature]
Matthew P. O'Malley

By: [Signature]
Michael C. Franzosa

By: [Signature]
Kevin L. Connolly

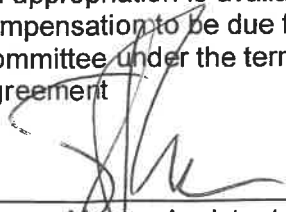
By: [Signature]
Marybeth Nearen

By: [Signature]
Charles W. Flahive

Superintendent Contract

Effective September 1, 2019

An appropriation is available to cover compensation to be due from the Committee under the terms of this Agreement



Steven Moore, Assistant Superintendent
for Business and Personnel

ATTACHMENT "A"

TO

CONTRACT OF EMPLOYMENT FOR

THE SUPERINTENDENT

TITLE:

Superintendent
Blue Hills Regional Vocational School District
Canton, Massachusetts

REPORTS TO:

The Blue Hills Regional Vocational School District Committee
(Hereinafter referred to as the "School District Committee" or the
"Committee").

SUPERVISES:

Directly, or indirectly, all employees of the School District.

JOB GOAL:

To provide leadership, guidance and direction to every member of
the administrative, instructional and support services staff in
developing and maintaining the best possible educational
programs, services and environment for the students of the Blue
Hills Regional Vocational School District.

To oversee and administer effectively and efficiently the use of all
District facilities, property and funds while maintaining an
awareness of, and concern for their impact on the educational
process of the students, as well as the resultant effect on the
District taxpayer.

DUTIES/PERFORMANCE

RESPONSIBILITIES:

1. Supervises, either directly or through delegation all activities of the School District according to the policies of the Committee and State and Federal regulations.
2. Makes all administrative decisions necessary to the proper functioning of the School District.
3. Coordinates and supervises the District's total educational programs and provides leadership and direction in its development and improvement to ensure that a quality education is offered to each and every Blue Hills student.
4. Evaluates, interprets and clarifies the purposes, goals and needs of the School District to the Committee, staff, students and public.
5. Initiates and guides the formulation of policies, plans and school objectives to be presented for Committee consideration and develops such administrative rules and procedures as may be necessary to implement any resultant Committee policy.
6. Interprets for the staff all Committee policies and all State laws relevant to education as they pertain to this School District. Communicates directly or through delegation, all actions of the Committee as they may pertain to employees and receives from employees all communications to be made to the Committee.
7. Coordinates the work of administrative staff members; provides guidance, motivation and fosters esprit de corps among administration and faculty to the ultimate benefit of the student.
8. Assumes final responsibility for the admission and program assignment of students with the School District.

9. Prescribes rules for the classification, discipline, and advancement of students in accordance with published policies and state regulations.
10. Directs the process of fiscal planning and budgetary development for the preparation of the annual budget for timely submission to the Committee for review and approval.
11. Acts as official purchasing agent for the Committee and establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with the final budget and subject to the direction and approval of the Committee.
12. Oversees the processing and submission of all required federal, state and town reports.
13. Has final responsibility to appoint all District Employees except Assistant Superintendent, Special Education Director, Business Administrator and any other employee whose appointment is reserved to the District School Committee by law; to assign or transfer employees internally; to dismiss any employee of the School District when appropriate or necessary. To recommend for employment to the Committee, Assistant Superintendent-Directors.
14. Exercises leadership in the development and execution of the School District's community relations program and represents the School District in its dealing with other school systems, government, institutions, private agencies, community organizations and the general public.
15. Conducts formal evaluations of administrative staff members.
16. Attends and participates in all regular and special meetings of the District Committee and makes recommendations of any nature affecting the School District and summonses employees of the School District to attend such regular

or special meetings as may be necessary to carry out effectively the educational programs of the School District.

- 17. Keeps the Committee informed about the status of the School District as well as educational trends and practices and reports to the Committee on such matters as deemed necessary and appropriate to the proper management of the School District or as the Committee may request.
- 18. Is responsible to supervise directly or through delegation, the scheduling of the use of the school buildings grounds or facilities by all approved groups or organizations.
- 19. Confers periodically with General and Program Advisory Committees in accordance with state regulations, concerning school programs and transmits to the Committee suggestions obtained during such meetings.
- 20. Acts on own discretion if action is necessary in any matter not covered by Committee policy, reports any such action to Committee for ratification if necessary and recommends policy in order to provide guidance in future.
- 21. Performs such other tasks as may from time to time be assigned by the Committee.

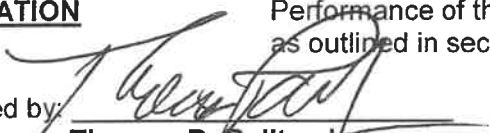
TERMS/LENGTH OF EMPLOYMENT

Twelve (12) month year September 1, 2019 – June 30, 2022
(With possibility of one-year extension, as aforementioned.)

EVALUATION

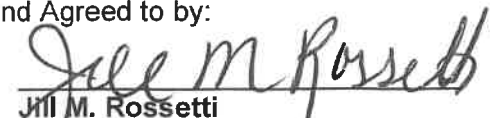
Performance of this position will be evaluated by the Committee, as outlined in section twelve of the contract.

Approved by:


Thomas R. Polito Jr.
District School Committee Chairman

Date: 10/1/19

Reviewed and Agreed to by:


Jill M. Rossetti
Superintendent - Director

Date: 10/1/19