

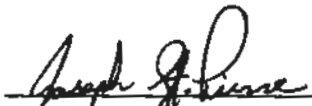
ESSEX NORTH SHORE AGRICULTURAL & TECHNICAL SCHOOL DISTRICT  
562 MAPLE STREET, HATHORNE MA 01937

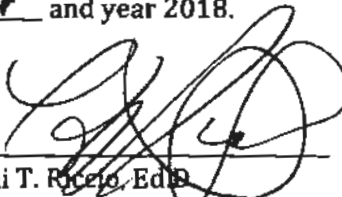
EMPLOYMENT AGREEMENT (ADDENDUM)

This Addendum to the Agreement (dated October 17, 2016) is made between the Superintendent-Director of the Essex North Shore Agricultural & Technical School District and Mr. Joseph St. Pierre.

1. Section 1 ("Employment") of the Agreement shall be modified as follows: The Superintendent-Director hereby employs Mr. St. Pierre to perform the duties of Director of Facilities, Farm & Grounds for the Essex North Shore Agricultural & Technical School District.
2. Section 5 ("Duties and Responsibilities") of the Agreement shall be modified as follows: Mr. St. Pierre shall also faithfully and effectively perform the duties contained in the job description of Director of Facilities, Farm & Grounds.
3. All other sections of the original agreement shall remain in effect until the term of service expires, with the exception that in any place in the entire agreement where Mr. St. Pierre's title is "Manager of Facilities" said title is changed to "Director of Facilities, Farm & Grounds."

IN WITNESS WHEREOF the parties have hereunto signed and sealed the Agreement and a duplicate thereof the 15<sup>th</sup> day of November and year 2018.

BY:   
Joseph St. Pierre  
Director of Facilities, Farm & Grounds

BY:   
Heidi T. Ricci, EdD  
Superintendent-Director

Essex North Shore Agricultural & Technical School District  
562 Maple Street  
Hathorne, Massachusetts 01937

Employment Agreement

This Agreement is made between the Superintendent-Director of the Essex North Shore Agricultural & Technical School District (hereinafter referred to as the "Superintendent-Director" or "Essex North Shore") and Mr. Joseph St. Pierre, (hereinafter referred to as Mr. St. Pierre or "Manager").

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

**1. Employment**

The Superintendent-Director hereby employs Mr. St. Pierre to perform the duties of Manager of Facilities for the Essex North Shore Agricultural & Technical School District.

**2. Term**

Mr. St. Pierre shall be employed for a three-year term commencing September 20, 2016 through June 30, 2019. The Superintendent-Director shall provide Mr. St. Pierre with 120 days written notice if he/she does not intend to renew his contract in accordance with M.G.L. Chapter 71 §41.

**3. Compensation**

Mr. St. Pierre shall be paid an annual salary, reflective of educational background and experience, commencing as of the effective date of this Agreement of \$100,000 per annum, payable in equal installments in accordance with the policy of the School Committee of the Essex North Shore Agricultural & Technical School District. The salary stated herein for Mr. St. Pierre shall not be reduced below the amount received by Mr. St. Pierre in the previous contract year for the same position provided. The Superintendent-Director shall review Mr. St. Pierre's salary annually on or before the last day of June and may recommend any adjustment in salary rate based upon his performance evaluation.

**4. Conditions of Employment**

The Manager shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the Policies of the Essex North Shore Agricultural & Technical School District, as may be from time to time modified by the Committee, Superintendent-Director, and the General Laws of the Commonwealth. Modification of such conditions shall not constitute a breach of this contract or any extension hereof.

A. Insurance

Mr. St. Pierre shall be entitled to all insurance plans including medical, hospital, dental, disability and life on the same term and conditions that all other administrators receive, subject to change by the Superintendent-Director or School Committee.

B. Jury Duty

Mr. St. Pierre will suffer no financial loss as a result of fulfillment of his civic duty.

C. Personal Leave

Mr. St. Pierre will be provided with four (4) personal days with pay per year. The Manager may not use personal days on the day before or after a holiday, the day before or after a vacation period, or during the last ten (10) days of the student school year except in urgent circumstances with advance approval by the Superintendent-Director. At the end of the fiscal year any unused personal leave will be converted to sick leave.

D. Bereavement Leave

The Manager shall be entitled to: (a) up to five (5) days of bereavement leave in cases of death of a spouse or child of the manager or spouse; or of the father, mother, brother, sister of the manager or spouse; or a person for whom the manager was primarily responsible (i.e., health care proxy); (b) up to three (3) days of bereavement leave in cases of death of a grandparent, grandchild, niece, or nephew of the manager or spouse; and (c) up to one (1) day of bereavement leave in cases of death of an aunt or uncle of the manager or spouse. The Superintendent-Director may provide a discretionary grant of additional bereavement leave in appropriate circumstances.

E. Sick Leave

The Manager will receive annually fifteen (15) days of sick leave at the beginning of each contract year. Unused sick leave shall be permitted to accumulate without limit provided that not more than sixty (60) days of such accumulated sick leave shall be utilized in any one year, except upon approval of the Superintendent-Director. The Superintendent-Director, after exhaustion of all accrued benefits including sick leave, personal days and vacation time may grant an extension of sick leave with pay to the Manager in the event of a catastrophic illness of not more than an additional sixty (60) days.

discharge and he shall be entitled to a hearing before the Superintendent-Director, with legal representation, prior to any final decision being made.

**K. Severability**

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

**11. Indemnification**

The District shall indemnify, hold harmless and defend against any claim liability, demands, judgment or other legal action whether groundless or otherwise arising out of or relating to the Manager's performance of his duties in accordance with state law and in accordance with coverage under the District's insurance policies. The District shall continue to so indemnify, hold harmless and defend the Manager even if such claim or legal action has been commenced following his termination, resignation or the expiration of his employment, provided that the Manager provides full cooperation with any claim or legal action. The District may compromise and settle any such claim or legal action and shall pay the amount of any such settlement or final judgment rendered thereon.

**12. Entire Agreement**

This contract embodies the whole Agreement between the Essex North Shore Agricultural & Technical School District and the Manager of Facilities and there are no inducements, promises, terms, conditions or obligations made or entered into by either party against whom enforcement thereof is sought. This Agreement may not be changed except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 17th day of October and year 2016.

BY: Joseph St. Pierre  
Joseph St. Pierre  
Manager of Facilities

BY: William H. Lupini  
William H. Lupini  
Superintendent-Director

DATE: 10/17/16

DATE: 10.18.2016