

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

Employment Agreement

The 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 Ms. Lisa Berube (hereinafter referred to as "Ms. Berube" or "Cooperative Education Coordinator").

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

1. Employment

The Superintendent-Director hereby employs Ms. Berube to perform the duties of Cooperative Education Coordinator for the Essex North Shore Agricultural & Technical School District. Ms. Berube is required to furnish to the Superintendent-Director and maintain through the term of the Contract valid and appropriate credentials qualifying her to act as a Cooperative Education Coordinator by M.G.L. Chapter 71 §38G.

2. Term

Ms. Berube shall be employed commencing July 1, 2019 through June 30, 2022. At the end of this term, the District will enter into negotiations for a three-year contract. The Superintendent-Director shall provide Ms. Berube with 120 days' written notice if she does not intend to renew her contract in accordance with M.G.L. Chapter 71 §41.

3. Compensation

Ms. Berube shall be paid an annual salary \$99,100 per annum, reflective of educational background and experience, commencing as of the effective date of the Agreement and payable in equal installments in accordance with the policy of the School Committee of the Essex North Shore Agricultural & Technical School District. Ms. Berube may be required to work up to an additional five (5) days per diem, to accommodate the needs of the Career and Technical Education Directors. The Superintendent-Director shall review Ms. Berube's salary annually on or before the last day of June and may recommend any adjustment in salary rate based upon her performance evaluation.

4. Conditions of Employment

The Cooperative Education Coordinator 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 the contract or any extension hereof.

5. Duties and Responsibilities

Ms. Berube shall faithfully and effectively perform the duties contained in the job description of Cooperative Education Coordinator. The Cooperative Education Coordinator recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of her position as determined by the Superintendent-Director and will expend the time and effort necessary to effectively achieve the goals and purposes of the Essex North Shore Agricultural & Technical School District.

6. Annual Work Schedule

Ms. Berube shall be employed on a 205-day schedule, and shall be entitled to all holidays in accordance with School Committee policy. This schedule shall consist of the 184 student and teacher days, as well as 21 other days to be scheduled and approved by the Superintendent-Director.

7. Evaluation

The Principal or designee shall evaluate the performance of the Cooperative Education Coordinator annually in accordance with the guidelines set forth by the Massachusetts Department of Elementary and Secondary Education Evaluation System for Administrators. The District retains the right to amend the evaluation procedures, in consultation with Ms. Berube, provided that the amended procedures are consistent with the DESE model system for administrator evaluation. The Principal or designee shall provide Ms. Berube with a summary written statement of the evaluation and provide her with the opportunity to file a written response to the evaluation.

8. State Retirement Association

Ms. Berube shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. Chapter 32 §2.

9. Professional Improvement

The Cooperative Education Coordinator is able to attend professional seminars and meetings pertaining to her position, with approval in advance by the Superintendent-Director. The District shall pay all dues and associated costs of membership for the Cooperative Education Coordinator in professional associations, with approval in advance by the Superintendent-Director.

10. Fringe Benefits

Ms. Berube shall be entitled to all insurance benefits and other fringe benefits currently available to teachers and administrators at Essex North Shore Agricultural & Technical School District, subject to the same terms and conditions of said coverage and at the same rate of contribution.

A. Insurance

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

B. Jury Duty

Ms. Berube will suffer no financial loss as a result of fulfillment of her civic duty.

C. Personal Leave

Ms. Berube will be provided with three (3) personal days with pay per year. The Cooperative Education Coordinator may not take personal days on the day before or after a holiday, the day before or after a vacation period, during state assessments, or 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 Cooperative Education Coordinator shall be entitled to: (a) up to five (5) days of bereavement leave in cases of death of a spouse or child of the administrator or spouse; or of the father, mother, brother, sister of the administrator or spouse; or a person for whom the administrator 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 administrator or spouse; and (c) up to one (1) day of bereavement leave in cases of death of an aunt or uncle of the administrator or spouse.

The Superintendent-Director may provide a discretionary grant of additional bereavement leave in appropriate circumstances.

E. Sick Leave

The Cooperative Education Coordinator will receive annually twelve (12) 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 may, after exhaustion of all accrued benefits including sick leave, personal days and vacation time, grant an extension of sick leave with pay to the Cooperative Education Coordinator in the event of a catastrophic illness of not more than an additional sixty (60) days.

F. Sick and Personal Leave Buyback

If the Cooperative Education Coordinator uses fewer than ten (10) sick and/or personal days in a school year she shall, upon written request to the Superintendent-Director (no later than June 30 following the close of school) be compensated at the rate of \$100 per day for the difference between the number of days used and ten (10), or any part thereof. Payment for such days shall be made no later than the first paycheck in August in the next school year.

G. Sick Leave Buyback

Should the Cooperative Education Coordinator retire during the life of the Agreement, she shall receive payment for such unused days calculated at the rate of twenty-five percent (25%) of the per diem rate in effect at the time of retirement up to a maximum of 120 sick days.

H. Longevity

If the Cooperative Education Coordinator has the requisite amount of continuous active service to the District, she will receive a longevity payment annually which shall be paid pro rata in her regular paychecks throughout the year as set forth below.

15-19 years of service	\$ 750.00
20-24 years of service	\$1,000.00
25+ years of service	\$1,500.0

I. Termination, Demotion and Suspension

In the event that the Cooperative Education Coordinator desires to voluntarily terminate her contract before the term of service shall have expired, she may do so

with at least 120 days written notice of intent to the Superintendent-Director. The Cooperative Education Coordinator may be subject to discharge only for good cause for inefficiency, incompetence, incapacity, conduct unbecoming, insubordination or other "good cause." The Superintendent-Director shall provide the Cooperative Education Coordinator with the notice of the charges of the proposed discharge and she shall be entitled to a hearing before the Superintendent-Director, with legal representation, prior to any final decision being made.

J. Severability

It is understood and agreed by the parties that if any part, term or provision of the 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 Cooperative Education Coordinator's performance of her 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 Cooperative Education Coordinator even if such claim or legal action has been commenced following her termination, resignation or the expiration of her employment, provided that the Cooperative Education Coordinator 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 Cooperative Education Coordinator and there are no inducements, promises, terms, conditions or obligations made or entered into by either party against whom enforcement thereof is sought. The Agreement may not be changed except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the Agreement and a duplicate thereof the _____ day of _____ and year _____.

BY: *Lisa Berube*
Lisa Berube
Cooperative Education Coordinator

BY: *Heidi T. Riccio*
Heidi T. Riccio, Ed.D.
Superintendent-Director

DATE: 9/18/19

DATE: 9/24/19