

UXBRIDGE PUBLIC SCHOOLS

EMPLOYMENT CONTRACT

INTERIM SCHOOL BUSINESS MANAGER

THIS AGREEMENT, made and entered into this 2nd day of August 2016 by and between the School Committee of the Town of Uxbridge, Massachusetts, hereinafter referred to as the "Employer", and Brian A. Hyde of Mashpee, MA, hereinafter referred to sometimes as Mr. Hyde and sometimes as the "Interim Business Manager".

WITNESSETH:

WHEREAS, the Employer on August 2, 2016 appointed Mr. Hyde as Interim Business Manager effective August 10, 2016; and

WHEREAS, the Employer and Mr. Hyde desire to enter into a written contract of employment setting forth the terms and conditions of such employment.

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

1. **EMPLOYMENT** - The Employer hereby employs Mr. Hyde as Interim Business Manager of the Uxbridge Public Schools, and Mr. Hyde hereby accepts such employment on the terms and conditions hereinafter set forth.
2. **TERM AND WORK YEAR** - The term of employment shall be a period of one (1) year beginning on August 10, 2016 and ending on June 30, 2017 unless this Agreement is sooner terminated as herein provided for.
3. **COMPENSATION** – Mr. Hyde shall be paid at an annual salary rate as follows:

August 10, 2016 - June 30, 2017 - \$107, 991.48 (pro-rated to \$96,406.20)

The pro-rated salary is adjusted due to the work year beginning after July 1.

The Employer will notify Mr. Hyde in writing no later than one hundred (100) calendar days prior to the expiration of this contract whether or not it wishes to enter into negotiations for a new contract. In the event that the Employer wishes to enter into negotiations for a new contract, the Employer and the Interim Business Manager shall meet at least ninety (90) calendar days prior to the expiration date for the purpose of negotiating the terms and conditions of a new employment contract. If the parties enter into negotiations for a new employment contract, the Employer shall take into account the Interim Business Manager's evaluation and economic conditions facing the school district.

4. DUTIES – Mr. Hyde shall perform faithfully, to the best of his ability, the duties and responsibilities of the position of Interim Business Manager which are set forth in the Employer’s job description in effect on the date of execution of this contract for such purpose.

5. CERTIFICATION - The Interim Business Manager shall hold and maintain throughout the term of this Agreement, valid and appropriate certificates qualifying him to act as Interim Business Manager in the Commonwealth of Massachusetts as is required by Massachusetts General Laws, Chapter 71, Section 38G.

6. REIMBURSEMENT FOR EXPENSES - The Employer shall reimburse the Interim Business Manager for all expenses reasonably incurred in the performance of his duties under this Agreement, provided, however, that the amount of such reimbursement during each year of the term shall be approved by the Superintendent of Schools. Such expense shall include, but shall not be limited to, professional memberships and costs of transportation and attendance at appropriate local, regional, state and national meetings and conferences.

7. OUT OF STATE TRAVEL - The Employer shall reimburse the Interim Business Manager for any out of state travel performed by him, which has been approved in advance by the Superintendent of Schools.

8. STATE RETIREMENT - The Interim Business Manager shall be a member of the Teachers’ Retirement System as is required by Massachusetts General Laws, Chapter 32, Section 2.

9. GROUP HEALTH AND LIFE INSURANCE - The group health and the group life insurance plan provided by the Town of Uxbridge for its professional employees shall be available to the Interim Business Manager.

10. SICK LEAVE – The Employee will be entitled to 18 sick leave days per year with pay. Sick leave days shall be earned and credited on a pro-rated basis. Unused sick leave will accumulate to a maximum of 180 days.

After five (5) consecutive days of absence due to sickness or injury, a doctor’s certificate may be required by the Superintendent or his/her designee.

11. BEREAVEMENT DAYS - When the death of a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent, son or daughter-in-law or household member of the Interim Business Manager occurs, he shall be granted bereavement and funeral leave of up to five (5) working days without loss of pay. Additional bereavement and/or funeral leave requests due to extenuating circumstances may be granted at the sole discretion of the Superintendent.

12. PERSONAL LEAVE DAYS – In each school year, the Employee will be granted up to five (5) days of personal leave with pay, for the purpose of attending to

matters (legal, business, family, religious), that cannot be reasonably attended to outside of the normal workday. Requests for personal leave should be submitted to the Superintendent in writing, in advance.

Personal leave days shall be earned and credited on a pro-rated basis. Unused personal leave days will be converted to sick days on July 1 of each contract year. The pro-rated rate for 2016-2017 is four (4) personal days.

13. VACATION - The Interim Business Manager shall receive each contract year twenty-five (25) working days of vacation, which shall be credited on the first day of each contract year, to be taken in the year in which it is earned or the succeeding year. In the event that this Contract is terminated for any reason prior to its expiration date, the Interim Business Manager's vacation entitlement in the year of termination shall be deemed earned pro rated on a monthly basis. For the work year of August 10, 2016 to June 30, 2017, Mr. Hyde will receive twenty-two (22) vacation days.

14. HOLIDAYS - The following paid holidays falling on standard work days will be granted:

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|----------------------------|-----------------------|------------------------|
| Labor Day | Columbus Day | Veteran's Day |
| ½ Day before Thanksgiving | Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve Day | Christmas Day | New Year's Day |
| Martin Luther King Jr. Day | Washington's Birthday | Good Friday |
| Patriot's Day | Memorial Day | July 4th |

15. REIMBURSEMENT FOR COURSES - The Employer will reimburse the Interim Business Manager for the full cost of up to three courses taken by him in the furtherance of his education every year of this contract, provided, however, that his attendance at such courses shall have been approved in advance by the Superintendent of Schools.

16. PROFESSIONAL ENGAGEMENTS AND CONSULTATIVE WORK - Mr. Hyde may in Employer's sound discretion undertake and accept compensation for speaking, writing, and lecturing engagements and any other engagements of a professional nature and consultative work outside the Uxbridge Public Schools; provided however, that none of such engagements or consultative work shall derogate from Mr. Hyde duties as Interim Business Manager of the Uxbridge Public Schools.

17. PERFORMANCE EVALUATION - The Superintendent of Schools shall evaluate the performance of the Interim Business Manager in writing at least once each year during the term of the agreement. The evaluation shall be related to the duties and responsibilities of the Interim Business Manager as set forth in his position description and to the goals and objectives established by the Employer and the Interim Business Manager, and in the guidelines for administrative personnel according to MGL 71, Section 59B.

18. ALTERATION OF EMPLOYMENT STATUS - Neither the Employer nor the Superintendent of Schools may alter Mr. Hyde's employment status in any way except in accordance with the same procedural and substantive due process set forth in

