

**AGREEMENT BETWEEN**  
**THE FRONTIER REGIONAL & UNION #38 SCHOOL DISTRICTS**

**and**

**Assistant Principal**

**Covering the Period**

**July 1, 2022 through June 30, 2025**

**PREAMBLE**

This Agreement is made by and between the Frontier Regional & Union #38 School Districts (hereinafter “district”) and \_\_\_\_\_, (hereinafter “employee”). The District hereby employs \_\_\_\_\_ as Assistant Principal of the Frontier Regional School. We, the undersigned, agree to the following Articles, which comprise this Agreement between the parties.

**1. RECOGNITION**

A. The District and the employee recognize that by this contract the District gives up no more of its authority than is specifically authorized by the language and intent of this Agreement.

B. The employee recognizes the District’s authority to direct the performance of duties, except when such authority may be limited by this Agreement.

C. If applicable, the employee will possess at all times all necessary certifications from the Bureau of Certification of the Commonwealth of Massachusetts as required by M.G.L. Chapter 71, Section 38G. A breach of this condition on the part of the employee shall void the contract.

**2. EMPLOYMENT**

The employee hereby accepts employment on the following terms and conditions.

The employee shall be employed for a three (3) year term commencing July 1, 2022 and ending June 30, 2025. If the District decides not to renew this Agreement after the three (3) year term, then written notice will be provided to the employee, notifying of the intent not to renew the Agreement upon expiration of the three (3) year term. Such notice shall be sent by registered mail, return receipt requested, to the residence of the employee no later than January 31, 2025, to be effective as of June 30, 2025.

**3. COMPENSATION FOR THE TERM OF THIS AGREEMENT**

A. Compensation shall be paid in bi-weekly payments and shall be at the rates outlined below:

The employee shall be paid an annual salary of \$100,000, for the first year of this contract, starting on July 1, 2022 and ending on June 30, 2023, which

shall be prorated and paid on a biweekly basis. In subsequent years, any salary increases will be negotiated between the Parties and are subject to a satisfactory annual performance evaluation.

B. The District agrees to deduct monies from the salary of the employee for the following purposes:

1. Amounts authorized by the employee for participation in a tax-sheltered annuity plan authorized by Federal law.
2. Deductions in amounts authorized by the employee to the Massachusetts Teachers Retirement Board or to the Franklin Regional Retirement System providing, however, that no additional cost shall be borne by the District due to such election.
3. Deductions as required by law.

C. Such deductions, upon individual authorization, will be paid directly to the designated account by the Treasurer of the School District. The Frontier Regional School District shall serve as the payroll agent for the employee. All deductions withdrawn for tax-sheltered annuities shall be submitted to the investment agency of record within the time limits established within all state and/or Federal mandates.

#### **4. TERMINATION**

A. By the employee:

The employee may terminate employment by submitting written resignation with as much advance notice as possible, but no less than ninety (90) days advance notice. In the event of termination pursuant to this paragraph, the District shall not be required to pay, and the employee shall not be entitled to receive salary payments and benefits payable after the effective date of the employee's resignation.

B. By the District with Cause:

During the term of this Employment Agreement, the District may suspend the employee and/or may terminate employment and this Employment Agreement for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the

District in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system(s). Prior to any termination for cause, the District shall provide the employee with written notice of the reason(s) or charge(s) against her/him, and the grounds on which such reason(s) or charge(s) is based. If the employee is terminated for cause, the employee shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

**C. For Disability:**

If the employee is absent from work on account of a disability for more than one hundred and eighty (180) days, the District shall have the option of terminating the employee's employment and this Employment Agreement. If the District exercises their option to terminate the employee's employment and this Employment Agreement, the employee shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

**5. DUTIES**

The employee shall perform all the duties as outlined in the job description and, where applicable, possess all the authority now or hereafter imposed upon or granted under provisions of the statutes of the Commonwealth of Massachusetts and by rule or regulation of the Commissioner of Education, and applicable policies of the Committees.

The District may, from time to time, prescribe additional duties and responsibilities for the employee provided, however, that all additional duties and responsibilities prescribed by the District are consistent with those normally associated with the position.

**6. REIMBURSEMENT FOR EXPENSES**

The District shall reimburse the employee for all expenses reasonably incurred in the performance of duties under this contract. Such expenses shall include, but shall not be limited to, costs of attendance at appropriate local, state and national meetings and conferences, not to exceed \$3,000 annually. The District shall also reimburse the employee for general transportation expenses (per federal guidelines relating to use of personal vehicles) incurred in the performance of duties at the

current IRS travel reimbursement rate. The District will pay for professional membership dues in an amount not to exceed \$2,500 annually. The employee may request greater reimbursement, if a further need arises.

## **7. INDEMNIFICATION**

The District will indemnify and defend the employee for any and all personal financial loss and expenses, including legal fees and costs, arising out of any claim, action, award, compromise, settlement or judgment attributable to any negligent act or omission of the employee while acting within the scope of duties or employment or otherwise provided by M.G.L. c. 258. The parties understand and agree that this indemnification provision shall not apply to actions by the District to suspend and/or terminate the employee in accordance with Section four (4) of this Employment Agreement.

As a condition of receiving such indemnification, the employee shall, within five (5) calendar days of the time she/he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the District.

## **8. FRINGE BENEFITS**

A. The District will pay one hundred percent (100%) of the following types of insurance coverage during the term of this contract:

1. \$200,000 Term Life Insurance plan; and
2. A long-term disability insurance policy paid by the District at 100%

B. The employee shall be entitled to participate in the group health insurance offered by the Frontier Regional School District at the same participation rate and amounts that are offered to teachers.

## **9. HOLIDAYS, VACATIONS AND WORK WEEK**

A. The work year shall consist of twelve (12) months, a total of 261 workdays.

B. The employee shall receive twenty-five (25) workdays of paid annual vacation, exclusive of legal holidays during each year of this Agreement. At the end of each

school year the employee has the option of carrying over up to five (5) unused vacation days, or electing a payment at the employee's daily rate for up to five (5) vacation days. At no point may the employee accumulate more than thirty (30) vacation days. In the event the employee separates employment for any reason (e.g., resignation, termination, etc.) prior to the completion of the applicable contract year, then the employee shall only be compensated for a prorated number of vacation days. For example, if the employee separated employment half way through a contract year and had not used any vacation days, then the employee would be entitled to compensation for twelve and one-half (12.5) days of vacation.

C. The employee will be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth (when applicable)	Christmas Day
Fourth of July	

## **10. SICK, PERSONAL and BEREAVEMENT LEAVE**

A. The employee covered by this contract is allotted twenty (20) sick days per contract year, cumulative to one hundred and eighty (180) days maximum. There shall be no payout for unused sick leave upon separation from employment for any reason.

B. In any contract year, five (5) of the twenty (20) days intended for sick leave may be used at the option of the employee for serious illness in the immediate family. The term "immediate family" shall be considered to include mother, father, sister, brother, spouse, son, daughter, grandchildren, and comparable "step" relatives.

C. The employee will be entitled to five (5) days of non-accumulative leave of absence with pay each year for religious, legal, family and personal matters.

D. Five (5) bereavement days shall be given to the employee for each death in the immediate family. The term "immediate family" shall be considered to include mother, father, sister, brother, spouse, son, daughter, grandchildren, and comparable "step" relatives.

E. Three (3) bereavement days shall be given to the employee to attend the funeral of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or comparable step relative, or at the discretion of the Committees.

F. In exceptional cases, other days of leave may be granted at the discretion of the Superintendent.

## **11. PERSONAL INJURY BENEFITS**

A. Whenever the employee is absent from work as a result of personal injury caused by an accident or assault occurring during the course of employment, she will be paid their full salary (less the amount of any Workers Compensation award made for any disability due to said injury) for the period of such insured absence. The difference in pay between the Workers Compensation award and full pay will be charged off to the employee's annual or accumulated sick leave, but will not be further paid when such leave benefits have been exhausted.

B. The employee will be reimbursed for any clothing, eye wear, hearing devices, prosthetics, or other personal medical devices damaged in an assault or accident in the course and scope of employment, except where the damage is due to personal fault or where the damage is due to failure to wear appropriate protective clothing when usually expected.

## **12. PERFORMANCE**

The employee shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the District and the employee in writing. The employee will not be disciplined, reprimanded, reduced in rank or in compensation, or deprived of any professional advantage without cause as contemplated by M.G.L. Chapter 71, Sections 42, 42D and 43; the employee shall have each of the rights set forth in said Sections.

## **13. EVALUATION**

The employee will be evaluated on an annual basis as mutually agreed upon by the parties.

**14. INVALIDITY**

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


This Agreement shall be executed in two (2) 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.

**15. AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of District funds and appropriations.

IN WITNESS WHEREOF, the parties hereto, acting through duly authorized agents or representatives, have hereunto set their respective hands and seals this 25 day of April, 2022.

\_\_\_\_\_  
Assistant Principal

By:   
Darius Modestow, Superintendent  
Frontier Regional & Union #38 Schools