

AGREEMENT BETWEEN

THE FRONTIER REGIONAL/UNION #38 SCHOOL COMMITTEES

THE FRONTIER REGIONAL SCHOOL COMMITTEE

THE CONWAY SCHOOL COMMITTEE

THE DEERFIELD SCHOOL COMMITTEE

THE SUNDERLAND SCHOOL COMMITTEE

THE WHATELY SCHOOL COMMITTEE

And

Covering the Period

July 1, 2019 through June 30, 2024

PREAMBLE

This Agreement is made between the Frontier Regional/Union #38 School Committees and, _____ (hereinafter "Superintendent"). We, the undersigned, agree to the following Articles, which comprise this Agreement between the parties.

1. RECOGNITION

A. The Committees and the Superintendent recognize that by this contract the Committees give up no more of its authority than is specifically authorized by the language and intent of this Agreement.

B. The Superintendent recognizes the Committees' authority to direct his in the performance of his duties except when such authority may be limited by this Agreement.

C. The Committees understand that the superintendent 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. It is understood that the Superintendent of Schools will possess this certification no later than June of 2019. A breach of this condition on the part of the Superintendent shall void the contract abinitio.

2. EMPLOYMENT

The Committees hereby employ as superintendent of the Frontier Regional and Union #38 School Districts and the superintendent hereby accepts employment on the following terms and conditions.

A. The superintendent shall be employed for a five (5) year term commencing July 1, 2019 and ending June 30, 2024. If the Frontier/Union #38 School Committees determine not to renew this Agreement after the five (5) year term, then, upon vote of said Committees, a duly authorized member of the Committees shall give notice in writing to the superintendent, notifying him of the Committees' intent not to renew the Agreement upon expiration of the five (5) year term. Such notice shall be sent by registered mail, return receipt requested, to the residence of the superintendent no later than January 31, 2024, to be effective as of June 30, 2024.

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:

Commencing on July 01, 2019 – June 30, 2020: \$ 141,750

Commencing on July 01, 2020 – June 30, 2021: \$ 145,300

Commencing on July 01, 2021 – June 30, 2022: \$ 148,925

Commencing on July 01, 2022 – June 30, 2023: \$ 152,648

Commencing on July 01, 2023 – June 30, 2024: \$ 156,464

B. The Committees agree to deduct monies from the salary of the superintendent for the following purposes:

1. Amounts authorized by the superintendent for participation in a tax-sheltered annuity plan authorized by Federal law.

2. Deductions in amounts authorized by the superintendent to the Massachusetts Teachers Retirement Board providing, however, that no additional cost shall be borne by the Committees due to such election.

3. Deductions in amounts authorized by the superintendent to the Franklin County Employees Federal Credit Union.

4. 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 superintendent. 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 Superintendent:

The Superintendent may terminate his employment by submitting his written resignation to the Committees 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 Committees shall not be required to pay, and the Superintendent shall not be entitled to receive, salary payments and benefits payable after the effective date of the Superintendent's resignation.

B. By the Committees with Cause:

During the term of this Employment Agreement, the Committees may suspend the Superintendent from his position as Superintendent and/or may terminate his 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 Committees 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 Committees shall provide the Superintendent with written notice of the reason or reasons, charge or charges against his, and the grounds on which such reason(s) or charge(s) is based. If the Superintendent is terminated for cause, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

C. For Disability:

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

5. DUTIES

The Superintendent shall perform all the duties of and possess all the authority now or hereafter imposed upon or granted to a Superintendent of Schools 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.

As way of example, and not limitation, the Superintendent shall be responsible for, among other things, hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing subordinates and employees in the Schools, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school systems, establishing and implementing sound financial management procedures and otherwise organizing the school system in a manner that best serves the educational needs of the students.

The Committees may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that all additional duties and responsibilities prescribed by the Committees are consistent with those normally associated with the position of a Superintendent of Schools.

6. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT

A. The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such way as in his best judgment best serves the School Districts. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, and shall be vested in the Superintendent and his staff.

B. The Committees, individually and collectively, shall promptly refer to the Superintendent for his study and recommendation all criticisms, complaints and suggestions brought to their attention.

C. Because the Superintendent's workday is flexible and frequently extends

beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave. The Superintendent shall ensure that his status and contact information is always known in the Office of the Superintendent.

7. REIMBURSEMENT FOR EXPENSES

A. The Committees shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his 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 Committees shall also reimburse the Superintendent for general transportation expenses (per federal guidelines relating to use of personal vehicle) incurred in the performance of his duties at the current IRS travel reimbursement rate. The Committees will pay for dues resulting from membership in the Massachusetts Association of School Superintendents and other professional organizations in an amount not to exceed \$2,500 annually. The Superintendent may request greater reimbursement at the Committees' discretion, if a further need arises.

8. INDEMNIFICATION

The Committees will indemnify and defend the Superintendent 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 Superintendent while acting within the scope of his 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 Committees to suspend and/or terminate the Superintendent in accordance with Section 4 of this Employment Agreement.

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

9. FRINGE BENEFITS

A. The Committee 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. The Committees will provide a long-term disability insurance policy for the Superintendent and pay 100% of the cost of such policy

B. The Superintendent 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.

10. HOLIDAYS, VACATIONS AND WORK WEEK

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

B. The Superintendent 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 Superintendent has the option of carrying over up to five (5) unused vacation days, or electing a payment at the Superintendent's daily rate for up five (5) vacation days. At no point may the Superintendent accumulate more than thirty (30) vacation days.

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

New Year's Day
Martin Luther King Day
Presidents' Day
Patriot's Day
Memorial Day
Fourth of July

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

11. SICK LEAVE

A. The Superintendent 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 Superintendent 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 Superintendent 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 Superintendent 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 Superintendent 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 Committees.

12. PERSONAL INJURY BENEFITS

A. Whenever the Superintendent is absent from work as a result of personal injury caused by an accident or assault occurring during the course of his employment, she will be paid his 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 Superintendent's annual or accumulated sick leave, but will not be further paid when such leave benefits have been exhausted.

B. The Superintendent 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 his personal fault or where the damage is due to failure to wear appropriate protective clothing when usually expected.

13. PERFORMANCE

The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committees and the Superintendent in writing. The Superintendent 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 Superintendent shall have each of the rights set forth in said Sections.

14. EVALUATION

The Superintendent will be evaluated by the Committees on an annual basis as mutually agreed by the parties in accordance with M.G.L. Chapter 71, Section 38, Department of Elementary and Secondary regulations, and the Superintendent Evaluation System as prescribed by the Commonwealth of Massachusetts.

15. 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.

16. 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 15 day of February, 2019.

Superintendent of Schools

R: _____
Robert H. Hahn, Chairman
Frontier Regional School Committee

Bv: _____
Conway School Committee

Bv: _____
Deerfield School Committee

Rv: _____
Sunderland School Committee

By: _____
Whately School Committee