

GILL-MONTAGUE REGIONAL SCHOOL DISTRICT
Director of Business and Operations
Contract of Employment 2021-2024

This contract is made by and between the Gill-Montague Regional School Committee, hereinafter referred to as the *School Committee*, and _____, hereinafter referred to as *Director*. Both parties agree that the Director shall perform in good faith the duties and obligations of the position as provided for by Massachusetts General Laws, the Director of Business and Operations job description, and the policies and procedures of the School Committee and the Gill-Montague Regional School District. The Director will report to and work under the direction of the Superintendent of Schools as a member of the administrative team of the district.

1. EMPLOYMENT

The School District hereby agrees to employ _____ as Director of Business and Operations and she accepts employment on the terms and conditions which follow.

2. TERM

_____ shall be employed as Director of Business and Operations for a period to commence on July 1, 2021 and to end on June 30, 2024. The Director is employed for a period of 261 days per year as a full-time year-round employee.

3. COMPENSATION

The Director shall be paid an annual salary commencing as of the effective date of the Agreement of **\$126,000** annually payable in equal installments in accordance with the policy of the School Committee of the Gill-Montague Regional School District. The salary for the second and third years of the contract shall be subject to negotiations but shall be no less than the prior contract year.

4. CERTIFICATION

The Director shall furnish and maintain throughout the term of this contract a valid and appropriate certificate allowing her to act as a Director of Business and Operations in the Commonwealth of Massachusetts.

5. EVALUATION

The Superintendent shall evaluate the performance of the Director based upon the DESE Model Evaluation and the requirements contained in the Massachusetts General Laws and the Code of Regulations.

6. OTHER ACTIVITIES

The Director may accept speaking, writing, lecturing or other engagements of a professional nature during non-school hours. The Director may attend professional meetings with notice to and the prior approval of the Superintendent, if they are conducted during school hours. Such approval will not be unreasonably withheld. These activities shall not derogate from duties as Director.

7. EXPENSE REIMBURSEMENT

The School District shall reimburse the Director up to \$2,000 per year for expenses incurred attending conferences or other professional development in accordance with the laws of Massachusetts and the policies of the School Committee and School District and when approved in advance by the Superintendent of Schools and accompanied by vouchers. The Director will also receive \$100 per month for mileage, costs of transportation and attendance at local and one day conferences and meetings. The Director will also receive \$100 per month to cover the costs of a personally owned and provided cell phone and computer for work use.

The School District shall annually reimburse the Director for the following publications and professional association dues, upon submission of vouchers: Massachusetts Association of School Business Officials West, Massachusetts Association of School Business Officials, Association of School Business Officials, and Massachusetts Association of Public Purchasing Officials.

8. ANNUAL VACATION, HOLIDAY, SICK LEAVE, AND OTHER LEAVES OF ABSENCE

VACATION: The Director shall be entitled to twenty five (25) paid vacation days during each fiscal year covered by this agreement. Up to ten (10) unused vacation days may be carried over to the next fiscal year. However, in no event shall the Director be allowed to accumulate more than thirty-five (35) vacation days. At the end of each contract year, the Director of Business & Operations will be paid her then current per diem pay rate for any unused vacation days beyond the ten (10) carry over days allowed, up to a limit of five (5) paid days. Vacation days shall be paid out in full upon resignation, retirement, termination or death.

HOLIDAYS: The Director shall be entitled to all twelve and one-half (12½) holidays recognized by the School District and made available to other district employees. In addition, the Director will also be entitled to a holiday on December 24th of each year, when that date falls on a weekday.

SICK LEAVE: The Director shall earn eighteen (18) paid sick days annually which may be used when she is unable to perform duties due to sickness, illness, or injury or any other disabling reason. In the event that sick days are not utilized, the Director of Business & Operations will be paid out upon her resignation, retirement, termination or death, a sum of money equal to the number of unused sick days up to a maximum of 20 days multiplied by her then current per diem rate of pay, calculated based on the actual number of days in each year that the Director of Business is required to work.

FAMILY ILLNESS: The Director shall be entitled to utilize up to seven (7) days of available paid sick leave in the event of illness in the immediate family.

PERSONAL LEAVE: The Director will be allowed, on a non-cumulative basis, three (3) days of paid personal leave. Requests for such leave must be made in writing to the Superintendent as soon as possible, and not less than seventy-two (72) hours before the absence occurs, whenever possible. Personal Leave may not be used to extend a vacation.

BEREAVEMENT LEAVE: The Director will be allowed leave with pay up to five (5) workdays at any one time in the event of death in the immediate family. Immediate family is defined as follows: spouse, mother, father, son, daughter, brother, sister, grandfather, or grandmother of either the employee or spouse thereof, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any relative of the employee or spouse thereof, who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident.

STATUTORY LEAVES: The Principal will be allowed leave, if applicable and eligible, pursuant to the Family and Medical Leave Act (FMLA), the Parental Leave Act (PLA), the Small Necessities Leave Act (SNLA), the Domestic Violence Leave Act (DVLA), and other statutory leaves.

9. INSURANCE

MEDICAL: The Group Insurance Commission (GIC) PPO, HMO, indemnity, dental, or other applicable Health Insurance Program available to employees of the School District shall be made available to the Director on the same terms and conditions as are applicable to other employees of the district.

LIFE INSURANCE: The District will pay 80% of a \$10,000 Accidental Death and Dismemberment insurance policy premium if selected by the Director.

10. TERMINATION, DEMOTION, AND SUSPENSIONS

In the event that the Director desires to terminate this contract before the term of service expires, she may do so with at least ninety (90) calendar days written notice of intent to the Superintendent of Schools and the acceptance by the Superintendent of said resignation. In the event the Superintendent desires to remove the Director from her position before the term of service shall have expired, such termination shall follow applicable statutes of the Commonwealth of Massachusetts. The Superintendent may terminate the Director and this agreement during its term without prior notice in the event of breach of any of the terms of this Agreement or for other good cause.

The Superintendent will provide at least one hundred and twenty (120) calendar days' notice in the event that he/she decides not to continue the Director's employment beyond June 30, 2021. The decision not to continue the Director's employment beyond June 30, 2021 does not require cause and is not subject to arbitration or any other appeal.

11. PROTECTION

Indemnification of the Director for expenses or damages in connection with criminal or civil procedures shall be in accordance with General Laws, Chapter 258, Section 9. The Committee agrees that it will use all reasonable means to attempt to arrange for insurance to cover the Director for expenses or damages sustained by her by reason of an action or claim against her arising out of any other acts done by the Director while acting in such capacity or for which the Committee is authorized in its discretion, to indemnify under Chapter 258, Section 9.

12. ENTIRE AGREEMENT

This contract embodies the whole agreement between the School Committee and School District and the Director and there are no inducements, promises, terms, conditions, or obligations made or entered into by any party other than those contained herein. The contract may not be changed except in writing and signed by all parties.

13. INVALIDITY

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

14. ARBITRATION

The parties agree that any claim violation of this agreement which cannot be resolved amicably shall be submitted to Labor Arbitration under the rules and procedures of the American Arbitration Association. Massachusetts law will prevail.

IN WITNESS, the parties have signed and sealed this Agreement.

By: _____
Director

By: _____
Superintendent