

SCHOOL BUSINESS ADMINISTRATOR CONTRACT OF EMPLOYMENT

This AGREEMENT commences on July 23, 2018, by and between the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT COMMITTEE and the HAWLEMONT REGIONAL SCHOOL DISTRICT COMMITTEE and, hereinafter referred to as the "Committees", and MELISSA ANN L. DUNNET, hereinafter referred to as the "Business Administrator".

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

1. Term: The Committees hereby employ, and Melissa Ann L. Dunnet hereby accepts employment as Business Administrator for a two (2) year (11) month and nine (9) day period commencing on July 23, 2018 and expiring on June 30, 2021.
2. Work Year: The Business Administrator is a Professional Employee of the Committees and will work a fifty-two (52) week work year except for leaves and vacations as provided herein.
3. Vacations: The Business Administrator shall be entitled to twenty-five (25) working days of vacation between July 1 and June 30 of each year in this Agreement, plus holidays as defined in the Mohawk Trail Regional School District Year-Round Employee Handbook. Unused vacation may be accumulated to fifty (50) days. These unused days will be paid to the Business Administrator at the time of termination of employment at the Business Administrator's then current per diem rate, however, any days earned in the last year of employment shall be prorated based upon the amount of time the Business Administrator works in the final year (e.g., if the Business Administrator works one half (1/2) of the year and does not use any vacation days, she would be entitled to compensation for twelve and one-half (12.5) vacation days).
4. Sick Leave: In each year of this contract and available on July 1 of each year, the Business Administrator shall have available fifteen (15) days of sick leave on July 1st of each year which shall be cumulative up to a maximum of one hundred and eighty (180) available sick days.
5. Bereavement: The Business Administrator shall be entitled to up to five (5) days of paid leave per occurrence of a death in the Business Administrator's family and persons living in the immediate household.
6. Insurance: The Business Administrator will have available to her participation in group insurance to the same extent as provided to other employees of the Mohawk Trail Regional School District.
7. Membership Fees: The several school committees pay the Business Administrator's membership fees for the following professional organizations:
 - Massachusetts Association of School Business Officials West
 - Massachusetts Association of School Business Officials
 - Association of School Business Officials
 - Massachusetts Association of Public Purchasing Officials

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Other membership fees may be paid or reimbursed at the discretion of the Committees.

8. Professional Development: The Business Administrator will have the same professional development benefits that are offered to other administrators and the teachers in the Mohawk District.
9. Conferences and Conventions: The Committees will reimburse the Business Administrator for the annual cost to attend the Massachusetts Association of School Business Officials Annual Institute. In addition, at the sole discretion of the committees, the Business Administrator may be allowed to attend conferences, state conventions, and/or national education convention(s) during the term of the contract. If the committees approve attendance at a particular conference, state convention, or national convention, all expenses for said event will be borne by the Districts.
10. Warrantees of Business Administrator:
 - A. The Business Administrator warrants that she is properly certified by the Department of Elementary and Secondary Education of the Commonwealth of Massachusetts to perform the duties of School Business Administrator. The parties agree this warranty is the essence of the contract and that breach of this provision shall render the contract voidable and that the Committees are in no way limited as to their remedies herein.
 - B. The Business Administrator, by this Agreement, agrees to conform to all Rules and Regulations of the Committees and to conform to ethical standards expected of persons performing professional duties of this or like nature. It is the expectation of the parties that this conduct will at all times be of the highest ethical standards of the profession.
 - C. The Business Administrator agrees to use her best efforts to perform the duties of this office diligently, professionally and efficiently. The Business Administrator agrees not to pursue any course of conduct inconsistent with full time service of the Committees, except with prior approval of the Committees.
 - D. The Business Administrator is employed on a twelve (12) month basis and is expected to attend any and all meetings necessary to carry out her duties, unless she is ill or on vacation.
 - E. Duties shall be performed by the Business Administrator in and for the public schools in Ashfield, Buckland, Charlemont, Colrain, Hawley, Heath, Plainfield, and Shelburne, all in Massachusetts, as prescribed by all applicable Laws of the Commonwealth of Massachusetts and by rules and regulations made thereunder by the School Committees of the above named towns.
11. Conditions of Contract Becoming Valid: This contract shall only become valid upon the execution of valid contracts between the following School Committees: the Mohawk Trail Regional School District Committee and the Hawlemont Regional School District

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Committee, to act as Business Administrator at the same annual base rate of compensation as provided herein.

12. Yearly Salary Schedule:

- A. Salary: From July 23, 2018 through June 30, 2019, the Business Administrator shall be paid \$94,231 based on a prorated annual salary of \$100,000 (245 work days/ 260 work days). From July 1, 2019 through June 30, 2020, the Business Administrator shall be paid \$102,500. From July 1, 2020 through June 30, 2021, the Business Administrator shall be paid \$105,063.
- B. Committees Formula: The above salary will be paid by the Committees according to the formula agreed upon by the Committees.
- C. Deductions: Such salary may be reduced by deductions mandated by State, or Federal Law and other mutually agreed upon deductions that the Business Administrator may authorize in writing.
- D. Pay Schedule: The above-described pay will be made in twenty-six equal payments per year. Should the Business Administrator not work on any given day or days and that day is not on approved leave or on contractual leave, the Committee may decide to deduct for loss of time and such deductions for each day shall be one two hundred-sixtieth (1/260) of the above stated salary in section A.

13. Cancellation: It is the intention of the parties that the Business Administrator performs her duties for the full term of this contract. In the event that this contract is extended beyond its stated term, the Business Administrator may resign employment with the Committees if she gives ninety (90) days notice in writing to the Chairperson of each Committee.

Termination by the School Committee(s) at any time during the term of this contract shall be for good cause and shall consist of the following procedures:

- A. Notice of intent to terminate shall be sent to the Business Administrator upon a 2/3rds vote of the full membership of a Committee. The notice of intent shall be sent in writing by the Committee Chair, or other duly authorized person by registered mail to the residence of the Business Administrator.
 - B. A hearing before the School Committee shall be scheduled within thirty (30) days of the written notice of intent to terminate.
 - C. Termination may occur, after the hearing, by a 2/3rds vote of the full membership of a Committee and shall consist of a ninety-day (90) written notice initiated by the Chair to the residence of the Business Administrator via registered mail.
14. Protection: Indemnification of the Business Administrator for expenses or damages in connection with criminal or civil procedures shall be in accordance with General Laws, Chapter 258, Section 9. The Committees agree that they will use all reasonable means to attempt to arrange for insurance to cover the Business Administrator for expenses or damages sustained by her by reason of an action or claim against her arising out of any

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other acts done by the Business Administrator while acting in such capacity or for which the Committees are authorized in their discretion, to indemnify under Chapter 258, Section 9.

If the Business Administrator is disabled from working as a result of an injury suffered in the course of this employment, she will, during the period of her disability, in addition to any worker's compensation benefits received by him, receive such additional amount so that the Business Administrator will not incur loss of salary, the amount to be deducted from sick leave. When sick leave is totally exhausted, only worker's compensation will be paid. The Committees shall have the right to receive periodic medical examinations of the Business Administrator by a physician of the Committees' choice to verify the continued disability.


15. Rights of the Committee: Nothing in the Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Committees by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth.

As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committees retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law.

16. Performance Evaluation: The Superintendent shall annually evaluate in writing the performance of the Business Administrator during the term of the Agreement. Written evaluation from the Superintendent will be submitted to the Mohawk Trail Regional School Committee and Hawlemont Regional School Committee within a reasonable time period thereafter. The process for evaluating the Business Administrator will be based on the Model Evaluation System adopted by the Massachusetts Department of Elementary and Secondary Education in 2012, and any successor System.

WHEREFORE, the parties hereby sign this contract of employment for Business Administrator:

Date: 7/10/18 By: 
Mohawk Trail Regional School Committee, Chair

Date: 7/9/18 By: 
Hawlemont Regional School Committee, Chair

Date: 7/10/18 By: 
Melissa Ann L. Dunnet
Business Administrator