

EMPLOYMENT AGREEMENT
QUABOAG REGIONAL SCHOOL DISTRICT
Warren-West Brookfield, Massachusetts
AND
BRETT M. KUSTIGIAN

This AGREEMENT, by and between the Quaboag Regional School District (the "School District") acting by and through the Quaboag Regional School Committee (the "School Committee") and Brett M. Kustigian ("Dr. Kustigian" or the "Superintendent"), witnesses that:

WHEREAS, the School District desires to employ Dr. Kustigian as Superintendent of Schools of the Quaboag Regional School District; and

WHEREAS, Dr. Kustigian desires to serve as Superintendent of Schools;

NOW THEREFORE, the School Committee and Dr. Kustigian agree as follows:

- 1) Employment. The School District hereby employs Dr. Kustigian as Superintendent of Schools and Dr. Kustigian hereby accepts such employment under the following terms and conditions:
 - a) Term. The term of this Agreement (or "contract") will be July 1, 2019 ("the Start Date") through June 30, 2022, unless further extended or previously terminated as provided in this Agreement.
 - b) Extension. The term of this Agreement will be automatically extended for one contract year effective upon the renewal date of August 15, 2021 ("the Renewal Date") unless the Agreement has been terminated prior to the Renewal Date in accordance with this Agreement or a notice of non-renewal has been sent pursuant to paragraph 18.
 - c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School District to terminate the services of the Superintendent, at any time, subject to the provisions set forth in paragraph 17 of this Agreement.
- 3) Compensation
 - a) On July 1, 2019 a bi-weekly salary which if annualized over 26 pays would equal \$160,684, plus

any base wage increase as the School District may deem appropriate based upon the Superintendent's performance, less all lawful withholdings and deductions, and subject to the availability of funds. Each following year will be determined prior to the conclusion of the previous year.

- b) The parties will negotiate a salary for any period of extension to this Agreement.
- c) The Superintendent shall be paid in 26 equal installments provided, if the School District changes its payroll procedure, the Superintendent shall be paid in accordance with the revised School District policy.
- d) At no time will the salary or benefits of this contract, other than 6a. Insurance Benefits as available to all employees, be reduced during the term of this contract.

4) Duties.

- a) The Superintendent will serve as the Chief Executive Officer and Chief Educator of the Quaboag Regional School District. The Superintendent shall manage the affairs of the School District in accordance with M.G.L. Chapter 71, Section 59, and will represent the School District before appropriate public and private organizations and will perform duties consistent with this office, including, but not limited to, the duties set forth in Attachment A (Job Description Superintendent of Schools) to this Agreement. The Superintendent will also perform such other duties and responsibilities as may from time to time be legally assigned to him by the School District.
- b) The Superintendent will devote his full time and best efforts to his duties as Superintendent and will perform such duties in a professional and competent manner.

5) Status. The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

6) Benefits

- a) The Superintendent will be entitled to the same group health insurance benefits, group life insurance benefits, and any other group insurance benefits available to non-bargaining unit employees of the Quaboag Regional School District.
- b) Upon retirement, the Superintendent shall be eligible for health and life coverage on the same

terms and conditions as such coverage may be available to retired employees of the School District.

- c) The District agrees to reimburse the Superintendent for the cost of an annuity; said reimbursement not to exceed five thousand dollars (\$5,000) per contract year paid directly to an annuity provider of the Superintendent's choice.

7) Professional Expenses.

- a) The School District shall reimburse the Superintendent for reasonable and necessary business expenses upon submission of appropriate documentation. Such approval shall not be unreasonably withheld.
- b) The School District shall pay to the Superintendent \$2,000 annually as an allowance for in-state and out-of-state mileage expenses.
- c) The School District shall reimburse the Superintendent for reasonable and necessary expenses for attendance at and reasonable and necessary expenses related to professional conferences, subject to prior approval by the Chairman of the School Committee and subject further to the availability of funds for such purposes. Such approval shall not be unreasonably withheld.
- d) The School District shall reimburse the Superintendent for reasonable and necessary expenses related to professional publications and dues for professional organizations such as the Massachusetts Association of School Superintendents and the Massachusetts Association for Supervision and Curriculum Development, subject to prior approval by the Chairman of the School Committee and subject further to the availability of funds for such purposes.

- 8) Retirement Plan. The Superintendent will be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

9) Vacation Leave.

- a) The Superintendent will be entitled to twenty-five (25) vacation days per contract year. If for any reason the contract is terminated prior to June 30, 2022, or any time during the extension of this Agreement as set forth in paragraph 2(b), vacation will be pro-rated according to the number of days worked.
- b) The Superintendent may carryover a maximum of ten (10) total vacation days from one

fiscal year into the following fiscal year. The total accumulation of vacation days may not exceed thirty-five (35) days at any time.

- c) The Superintendent will coordinate his use of vacation leave with the Chairman of the School Committee.

10) Holidays. Paid holidays will include: the day before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. Holidays will be observed as determined by the School District.

11) Sick and Personal Leave

- a) The Superintendent will be entitled to fifteen (15) days of sick leave per year, which may accumulate to a maximum of one hundred fifty (150) days.
- b) The Superintendent shall receive three (3) days of personal leave per year, which shall not accumulate from year to year.
- c) Additional days of sick and/or personal leave may be granted in the sole discretion of the School Committee.

12) Bereavement. The Superintendent shall be eligible for bereavement leave in accordance with School District policy for non-bargaining unit School District employees.

13) Indemnification. The School District shall defend, save harmless and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Superintendent, pursuant to MGL 258. The Superintendent agrees to promptly notify the School District of any such claim and to cooperate fully with Counsel designated by the School District to handle such claim. The School District may obtain insurance to cover its obligations hereunder as it deems appropriate. The section shall survive the termination of this Agreement.

14) Certification. The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts law.

15) Other Professional Activities. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature, as well as attend professional meetings as he sees fit, provided they do not derogate from his duties as Superintendent and are in accordance with requirements of M.G.L. Chapter 268A. The Superintendent must notify the School Committee Chair in advance of any speaking, writing, or lecturing obligation. No School District resources will be used for these purposes.

16) Performance Evaluation. The School Committee will evaluate the Superintendent's performance as Superintendent of Schools annually in writing in accordance with a mutually agreed upon evaluation instrument which clearly articulates goals, objectives, and standards by which the Superintendent is measured, and in accordance with State Law and Regulations.

17) Termination of Agreement.

a) Termination for Good Cause. The School District may terminate the employment of the Superintendent at any time during the term for Good Cause after written notice and hearing. Written notice shall be given fifteen (15) days prior to a hearing, and shall include the reasons for the proposed action. The hearing shall be conducted before the School Committee or a hearing officer designated by the School Committee. The Superintendent shall have the right to counsel, the right to present and cross-examine witnesses, and the right to present evidence at such hearing. For purposes of this Agreement only, the term "Good Cause" means: material breach of any provision of this Agreement; misconduct; nonperformance of duties or responsibilities; incompetence; inability to perform the essential functions of the position with or without reasonable accommodation, as defined by the American with Disabilities Act ("ADA"); conviction of, or admission to, a felony or other crime involving moral turpitude; any act involving theft, embezzlement or fraud; or a material violation of any written policy of the School District. If the Superintendent's employment is terminated for Good Cause, the School District will only be obligated to pay the Superintendent's pro-rata share of base compensation through the date of such termination, together with such other benefits or payments to which the Superintendent may be entitled (in the event of a Good Cause termination) by law or pursuant to benefit plans of the School District then in effect.

b) Death. If the Superintendent dies during the Term of this contract, the School District will pay to Superintendent's estate, designated beneficiary, or legal representative such base compensation as Superintendent had earned as of the date of his death.

c) Resignation by the Superintendent. The Superintendent has the right to terminate his own

employment upon ninety (90) days' prior written notice. If Superintendent's employment is terminated pursuant to this Section 17(e), the Superintendent will be entitled to his pro rata share of base compensation to the date of termination and will not be entitled to any severance payments but only such other payments and benefits to which the Superintendent may be entitled by law or pursuant to benefit plans of the School District then in effect.

- d) This Agreement and the Superintendent's employment may be terminated at any time by mutual consent of both parties.
- e) Termination of the Superintendent's employment shall terminate this Agreement.
- f) The School District may only terminate the Superintendent under any provision of this Agreement by affirmative vote of seven (7) members of the School Committee.

18) Renewal. In the event either party hereto desires not to renew the Superintendent's employment with the School District at the expiration of this Agreement, such party shall provide the other with written notice of such intention by August 15, 2021 or on August 15 of any subsequent year if this Agreement is renewed pursuant to Section 2(b) and this Section 18, provided the School District may only act not to renew this agreement by affirmative vote of seven (7) members of the School Committee.

19) Consultation with Counsel; No Representation. The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

20) Completeness. This Agreement constitutes the entire agreement between the School District and the Superintendent and supersedes any and all other agreements, written or oral, between the parties. This Agreement may only be changed by written amendment executed by the School Committee and the Superintendent.

21) Severability. If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or

invalidated.

22) Interpretation. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof on this 19 day of March, 2019.

QUABOAG REGIONAL SCHOOL COMMITTEE

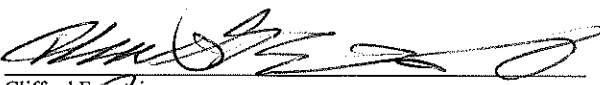


Andrew Schwenker

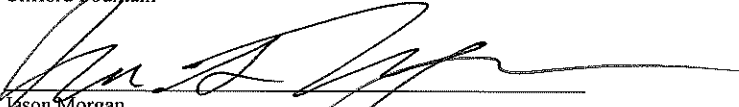


Brett Kustigian,
Superintendent

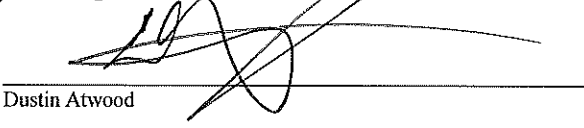
Craig Burgess



Clifford Fountain



Jason Morgan



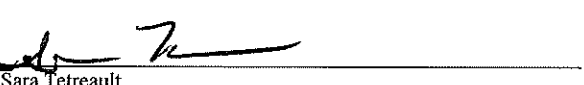
Dustin Atwood

Jon Burke



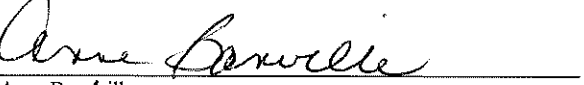
Jim Wilson

Tracy Waz

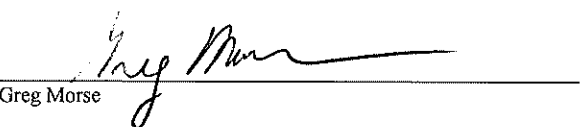


Sara Tetreault

Jeremiah Czub



Anne Banville



Greg Morse

