

**CONTRACT BETWEEN THE TANTASQUA/UNION 61 SCHOOL
COMMITTEES AND SUPERINTENDENT OF SCHOOLS**

**SUPERINTENDENT TANTASQUA/ UNION 61 DISTRICTS CONTRACT OF
EMPLOYMENT**

This contract is made as of January 1, 2022 by and between the Tantasqua and Union 61 School Committees, hereinafter referred to as the "Committees" and hereinafter referred to as "Superintendent."

EMPLOYMENT

The Tantasqua and Union 61 School District hereby employ _____ as Superintendent of the Tantasqua and Union 61 School District, and _____ hereby accepts employment subject to the following terms and conditions.

TERM

The Superintendent shall be employed from January 1, 2022 through June 30, 2026. The Committees will, prior to April 1, 2026, vote whether or not to enter into negotiations for a new or extended contract with the Superintendent. The Superintendent shall notify the Committees not later than April 1, 2026 of the above referenced provision. The failure of the Committees to vote prior to June 30, 2026 shall not be construed as a roll over or an extension of the Contract. In no event shall the non-renewal of the Superintendent's Contract be considered a termination of same.

EVALUATION

The Committees shall annually evaluate the performance of the Superintendent and her achievement of the goals of the Union 61 and Tantasqua Committees, in writing, in accordance with an evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Committees shall evaluate the performance of the Superintendent, in accordance with existing law and regulations annually, no later than June. The Superintendent will submit, no later than September 1 of each year her goals and objectives to the Committees for their review and approval. The Committees shall vote on the composite evaluation compiled by the Chairs of the Committees, and the Superintendent may attach her response, if any, thereto.

COMPENSATION

Effective January 1, 2022, the Superintendent's starting annual salary shall be One Hundred Thousand and Ninety (\$190,000). Effective on July 1, 2022 and each subsequent July 1 the Superintendent will receive a salary increase for that period. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this contract, upon resignation, termination, or death shall be paid to the Superintendent or her estate in the pay period next following same or upon appointment of a fiduciary for the estate. The Superintendent will receive annual salary increases of 2%. These increases will take effect each year on July 1st.

PERFORMANCE INCENTIVE PAYMENT The Superintendent shall establish annual performance goals at the commencement of each school year to be submitted to the Committees for their review and approval, pursuant to the terms of this Agreement. Upon completion of the annual performance review the Superintendent will receive an overall summative rating of one of the following four categories:

- Unsatisfactory
- Needs Improvement
- Proficient
- Exemplary

Performance incentive compensation increases shall be based on the aforementioned categories as follows:

- Unsatisfactory: 0%
- Needs Improvement: 0%
- Proficient: 1.0%
- Exemplary: 2.0%

The annual performance evaluation process will be based on the Massachusetts Department of Elementary and Secondary Education's (DESE) Model System for Educator Evaluation.

If, during any given review cycle, the Tantasqua Regional School Committee and the Union 61 School Committee disagree on the overall performance incentive rating, the compensation increase will be the average of the annual increase derived from both reviews.

Through the term of this Contract the annual performance evaluation process will be updated as necessary to adhere to changes to DESE guidelines.

VACATION CLAUSE

The Superintendent shall be granted and able to use up to twenty five (25) days vacation per year, subject to the notification, in advance, of the Chairs of the Committees(s). Up to ten (10) unused vacation days may be carried over one (1) year with Chairs of the Committees approval. Those ten (10) days must be used one hundred twenty (120) days into the new fiscal year.

HOLIDAYS

The Superintendent shall be entitled to all holidays as observed by the Tantasqua and Union 61 District Central Office.

PAID LEAVES OF ABSENCE

The Superintendent shall carry over the total sick day balance accumulated with the District as of December 31, 2021. No additional sick days will be added for the duration of this contract.

The Superintendent may take bereavement leave as needed in accordance with the Unit B contract.

In cases of vacation, family illness leave, and bereavement leave, the Superintendent shall provide the Chairs of the Committees(s) with advance notice, whenever possible, of such vacation or leave.

RESIGNATION

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, she may do so if she gives at least one hundred twenty (120) days written notice of her intention to do so. Said notice shall be sent by registered mail to the residence of the Chairperson of the Committees.

CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this agreement a valid and appropriate certificate qualifying her to act as the Superintendent for the Tantasqua and Union 61 School District as required by M.G.L.c.71, §38G. Any material misrepresentation on the Superintendent's application for employment or her resume shall constitute good cause for the termination of his employment pursuant to this Agreement.

DUTIES

The administration of school policy set by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59. The parties hereto agree that:

- A. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School Districts consistent with State Law and contract obligations. Consistent with State Law or Regulations these duties may be delegated to other Administrators or Principals. The School Committees shall approve the appointment of any Central Office Administrators.
- B. The administration of policy, the operation and management of the schools and the direction of employees of the School Districts shall be through the Superintendent. The District Treasurer and the Superintendent shall be responsible for the utilization of and regular accounting for funds appropriated for the school budget. Duties and responsibilities therein shall be performed and discharged by the Superintendent or her staff under her direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment.
- C. The Superintendent and/or her designee(s) shall have the right to attend all regular and special meetings of the Committees and all Committee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the School Districts. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

- D. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.
- E. The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.

REIMBURSEMENT FOR EXPENSES

The Committees shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this contract in accordance with the laws of Massachusetts, and the policies and by-laws of the Committees. The Committees encourage the Superintendent to participate in professional development; however, the Chairs of the Committees must approve all out of state reimbursement in advance and attendance at conference(s) prior to registration. The Superintendent shall be paid a Six Thousand Dollar (\$6,000.00) a year allowance, payable in twelve equal payments, in lieu of any mileage reimbursement, tolls, parking, mobile service, and Internet access.

FRINGE BENEFITS

The Superintendent shall be entitled to all insurance (Term life, medical, dental, and short-term Disability) benefits currently available to other professional personnel in the Tantasqua Regional School District; subject to the terms and conditions of said coverage. If the Superintendent elects not to participate in the health plan sponsored by the District, the Committee shall pay annually to an annuity of the Superintendent's choice, the sum of Three Thousand Dollars (\$3000.00). In the event the Superintendent elects to so participate during the annual enrollment period, or during other extenuating time periods (divorce, death, loss of spouse's job, etc) the Superintendent's annuity payment will be discontinued.

LIFE INSURANCE

In addition to minimum statutory plans or life insurance plans available to other employees in the District, the Committees shall contribute the cost during this contract toward the purchase of a term life insurance policy selected by the Superintendent that would be up to twice the value of the Superintendent's annual salary. This payment will be made either directly as a premium payment to the company providing such coverage or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company. In either event with appropriate tax, FICA and retirement withholdings shall be made. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

ABILITY TO CONSULT

The Superintendent, using vacation time, may consult for up to five (5) days per year provided that said consulting does not interfere with her performance of duties as Superintendent and is consistent with Chapter 268A. The Superintendent shall notify the Chairs of the Committees, in writing, of the nature of such consulting.

INDEMNIFICATION

- A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of MGL c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his/her then effective per diem rate of pay or Four Hundred Dollars (\$400.00), whichever is greater.
- B. The School Committees shall, in accordance with Chapter 258 cause Committee Counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.
- C. This indemnification provision, Sections A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

DISCHARGE

Where good cause exists, the Committee may discharge the Superintendent upon a majority vote of each of the Committees, thereby terminating this contract prior to the expiration date stated above, provided the "Superintendent" has been informed in writing of the charge or charges and cause or causes for her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent are inextricably linked to performance. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.

ARBITRATION

- A. Scope of Controversy
Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The filing party must provide to the other party a copy of the demand at the time it is filed. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C or if C. 150C is determined to be inapplicable, then pursuant to

the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

B. Arbitrator's Authority

The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with good cause, but in no case shall such award order or require the reinstatement of the Superintendent to her position.

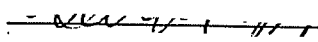
ENTIRE AGREEMENT

This Contract embodies the entire agreement between the Committees, and the Superintendent, and there are no inducement, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. This Contract may not be changed except in writing, executed by the School Committees, and the Superintendent. Any part of this Contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed by the Parties, and attached to this Agreement. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

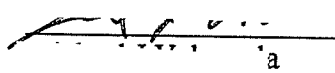
INVALIDITY

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of this Contract shall continue in full force and effect.

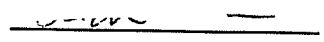
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 4th day of August, 2021.



Superintendent



Chair of the Tantasqua
School Committee



Chair of Union 61 School
Committee