

DISTRICT BUSINESS MANAGER CONTRACT

It is hereby agreed by and between the Farmington River Regional School District located in Berkshire County in the State of Massachusetts (hereinafter called the District) and [REDACTED] (hereinafter called the District Business Manager) has and does hereby employ [REDACTED] as District Business Manager for a three year period from August 26, 2019 through June 30, 2022. Both parties agree that said employee shall perform the duties of District Business Manager for the Farmington River Regional School District as prescribed by the laws of the State of Massachusetts and by the rules and regulations made thereunder by the Committee. The District Business Manager will be supervised and evaluated annually by the Superintendent of Schools.

1. The District Business Manager agrees to perform faithfully the duties of District Business Manager as recorded in the job description. The annual salary of **\$65,000.00** prorated for the 2019-2020 school year shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members in the District.

The District Business Manager salary shall be increased **\$2,500.00** on July 1st in the following two fiscal years, 07/01/2020 and 07/01/2021. In addition, once Licensure as a School Business Administrator by the DESE has been obtained, the District Business Manager salary will be increased by **\$5,000.00**.

The Committee hereby retains the right to adjust the annual salary of the District Business Manager during the term of his contract, said salary adjustment not to reduce the annual salary below the figures stated above unless such decrease is part of a uniform plan affecting the salaries of all employees of the school district. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract, but it shall not be considered that the District has entered into a new contract with the District Business Manager; or that the ending date of the existing contract has been extended. The Committee may, by specific action, extend the termination date of the existing contract, if so requested by the Superintendent.

2. Throughout the term of this contract the District Business Manager shall be subject to discharge for cause provided, however, that the Superintendent does not arbitrarily or capriciously call for his dismissal and that the District Business Manager shall have the right to written charges, notice of hearing, and a fair hearing before the Superintendent. If the District Business Manager chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expense.

3. The District Business Manager shall furnish throughout the life of this contract a valid and appropriate license as defined in M.O.L. Chapter 71 Section 380 to act as District Business Manager in the State of Massachusetts as directed by the Superintendent. The District Business Manager hereby agrees to devote his time, skill, labor and attention to said employment as defined by his contract and job description.

4. VACATION/ABSENCES/LEAVE - All leaves of absence will be with prior notification/approval of the Superintendent except for illness and emergency.

A. The District Business Manager shall receive **fifteen (15)** working days of vacation, exclusive of legal holidays, such not to be taken when school is in session. Notice of vacation will proceed to the Superintendent, in advance, and should be taken within twelve (12) months of which it is earned, unless waived by the Superintendent. With the Superintendent's permission, the District Business Manager may carry forth no more than 5 unused vacation days into the next fiscal school year.

B. The District Business Manager will receive **fifteen (15)** paid days of sick leave annually.

C. Unused sick days may accumulate (be carried forward) to a maximum of the number of days in the school year (180).

D. Sick days are to be used for the personal illness of the District Business Manager. These days are for the expressed purpose of restoring the health of the District Business Manager or as otherwise specified in this contract.

E. A maximum of five (5) days sick leave may be used for illness of the District Business Manager family member or for other dependents living within the District Business Manager's household. Days above are non-cumulative from year to year. When used they are deductible from the District Business Manager accumulated sick leave. A request to care for persons outside the District Business Manager permanent home, and/or an extension of the above days due to critical illness, must be supported by a statement of circumstances attested by the attending physician, and provided the Superintendent who may approve leave days deemed necessary and deductible from accumulated sick leave. Efforts by the District Business Manager to secure alternative care will be a part of the statement of circumstances and the decision of the Superintendent will be binding.

F. To reward good attendance each year, the District Business Manager will be given per diem pay as follows: If the District Business Manager has taken 0 sick days in a school year, he will receive 1 days' pay. If the District Business Manager has taken one (1) sick day in a school year, he will receive one half day's pay.

G. The District Business Manager shall be granted up to five (5) working days paid bereavement applicable to the death of a spouse/partner, child, sibling and parent; three (3) paid working days for grandmother, grandfather, grandchild, father-in-law, mother-in-law; two (2) paid working days for uncle, aunt, niece, nephew or first cousin living outside the household of the District Business Manager; one (1) paid working day for others subject to advance approval of the Superintendent or his designee, all to be non-cumulative and non-transferable. All days above are to be days the employee would have worked and/or which the employee would not have been absent for any other reason.

H. The District Business Manager will be granted up to **three (3)** days leave for personal reasons. Those days are not to be deducted from sick leave nor are these days accumulative. It is understood that personal days are to be used only in cases where situations arise that cannot be dealt with during non-school hours. In order to be eligible for payment for these days, at least twenty-four (24) hours notice must be given to the Superintendent or his designee prior to taking such days. The 24-hour notification may be waived at the discretion of the Superintendent in unusual circumstances. Additional personal days may be granted at the sole discretion of the Superintendent and shall be deducted from accumulated sick leave.

Personal days used to extend a holiday or vacation period will be granted at the discretion of the Superintendent and shall be deducted from accumulated sick leave.

I. The District Business Manager may be granted the following unpaid leaves upon application to the Superintendent and approval by the Committee. Benefits in effect at the time the leave of absence starts will be restored upon return. The District Business Manager will be assigned to the same or an equivalent position if the position is not affected by economic conditions or other changes in operating conditions effecting employment during the period of leave.

1. Adoption Leave (Ch. 149. Section 1050) for eight (8) weeks. Sick time accumulated may be used. The District Business Manager may use accumulated sick leave and health insurance will remain in effect. When adoption leave expires. health insurance coverage will continue with the employee paying 100% of the cost.
2. Child Rearing Leave for a child under 5 years, up to two (2) years with a July 1st return unless other arrangements have been agreed to by the Committee. Additional benefits will not accrue during the leave. Health insurance does not apply. Participation in the group plan can continue with the employee paying 100% of the cost.

J. Extended leaves of absence, without pay, may be granted by the Committee. Benefits in effect at the time leave commenced, exclusive of accumulated computation during the leave period, will be restored upon return and his/her assignment to the same or equivalent position will be restored if said position is not affected by economic conditions or other changes in operating conditions affecting employment during the period of leave. When a leave is unpaid, the District Business Manager may continue health coverage. but must pay 100% of the premium.

K. JURY DUTY -The District Business Manager requested to serve on jury duty shall be paid the difference between compensation paid to the court and his regular salary, if such duty occurs on a normal workday. The difference paid shall not include mileage, nor shall the total exceed their regular rate of pay. The District Business Manager shall make every effort to schedule jury duty during non-school periods.

L. In the event of a catastrophic illness the Committee may, if the disability is permanent or such that the performance of duties is impossible for the remainder of the contract, as determined by a School Committee appointed physician and one selected by the District Business Manager (if necessary a third physician will be mutually agreed upon) terminate this agreement at the end of the period for which sick days accumulated have been utilized.

5. PROFESSIONAL ORGANIZATIONS AND PROFESSIONAL DEVELOPMENT

A. The District Business Manager will be reimbursed for estimated expenses detailed and approved in advance by the Superintendent, such to include registration fees, mileage, workshop materials deemed critical to participation, meals that are an intricate part of the conference/workshop schedule, lodging when said attendance exceeds 75 miles one way from the assignment site and participation continues beyond day one or multiples thereof. The District will reimburse the District Business Manager \$3,000.00 towards the cost of obtaining Licensure as a School Business Administrator by the DESE.

B. The District Business Manager may attend appropriate professional meetings of local, state or national levels, join professional organizations, subject to prior Superintendent approval. Professional dues and professional development/graduate coursework, approved by the Superintendent, will be paid by the School District and included in the school budget for that purpose.

6. The District Business Manager may choose to receive life, health and other benefits accorded to other professional employees of the District and shall participate in retirement plans as required by the State.

7. Each year during which this contract is in effect, the Superintendent and the District Business Manager shall meet at least thirty (30) days prior to the anniversary date for the purpose of evaluating his performance. The Superintendent will provide an annual written evaluation using the evaluation model that is currently in place through the Commonwealth of Massachusetts regulations and the Dept. of Elementary and Secondary Education. The Superintendent will notify the District Business Manager at least sixty (60) days prior to the anniversary date of this contract if the contract is to be terminated or not renewed.

8. In the event the District Business Manager desires to terminate this contract before the term of service shall have expired, he may do so by giving notice to the Superintendent by February 1st.


This contract embodies the whole agreement between the District and the District Business Manager and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing and by mutual consent of both parties.

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 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.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof.

SIGNATURES:

By:  Date: 9-9-19
School Committee Chair

By:  Date: 9/9/19
District Business Manager