



Freetown-Lakeville Regional School District

98 Howland Road
Lakeville, Ma 02347

Employment Agreement between
The Freetown-Lakeville Regional School District
And

August 24, 2020 - June 30, 2023

EMPLOYMENT AGREEMENT
between the

FREETOWN-LAKEVILLE REGIONAL SCHOOL DISTRICT
and

for the
POSITION OF DIRECTOR OF FINANCE

This Agreement, made as of the 7th day of August 2020, by and between the Freetown-Lakeville Regional School Committee, herein referred to as The Committee through its Superintendent of Schools, Richard W. Medeiros.

WITNESSETH

In consideration of the promises, covenants, and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLES

I. Employment:

The Committee hereby employs Mrs. Kara Lees, hereinafter referred to as the Director of Finance for the Freetown-Lakeville Regional School District, herein referred to as The District, and she hereby accepts the appointment under the terms and conditions set forth herein.

II. Term:

The term of this agreement shall commence on August 24, 2020 and shall terminate on June 30, 2023, or earlier in accordance with Article VII.

III. Salary:

The Committee shall pay the Director of Finance an annual base salary of \$115,000 for each year of this agreement from July 1, 2020 through June 30, 2023. If this agreement begins after July 1, 2020 or is terminated prior to June 30, 2023, the Director of Finance shall be paid on a pro rata basis. The base salary during each fiscal year shall be paid biweekly in equal installments. Future salary increases, beyond the initial year of this agreement, will be based on the annual performance evaluation. In addition, the Director of Finance will receive a merit pay with successful evaluation of performance each year.

IV. Work Year:

The work year is fifty-two (52) weeks.

V. Work Day:

The Director of Finance shall be expected to perform, without additional compensation, the duties of her job as customarily performed by Management Personnel, including but not limited to attendance at School Committee or other meetings, as may be required in the evening or otherwise outside of the regular workday by the Superintendent of Schools.

VI. Duties:

The Director of Finance will perform their duties in accordance with the job description for this position. (Attachment A – Job Description)

VII. Termination and Suspension:

- a. The parties may terminate this Agreement at any time by mutual agreement.
- b. In the event that the Director of Finance desires to terminate the Agreement before the term of service shall have expired, she may do so with at least ninety (90) days written notice to the Committee.
- c. At any time during the term of this contract, the Superintendent of Schools may dismiss and/or suspend the Director of Finance from her position in accordance with the Provisions of G.L. c.71, ss42 and 42D, for good cause, subject to such arbitrable review as may be provided under the applicable law. The parties agree that the term "good cause" shall include, but shall not be limited to, any ground that is put forth in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the efficient operation of the public schools, including failure to satisfy performance standards developed by the Superintendent and the School Committee or other good cause. The automatic renewal provisions of M.G.L. c71,ss41 do not apply to this position.

VIII. Layoff:

Nothing in this contract shall prohibit the District or the Superintendent of Schools from implementing a layoff based upon a reduction in force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization of administrative staff in the District.

IX. Leave and Fringe Benefits:

a. Sick Leave:

The Director of Finance shall receive full sick leave pay for absence due to illness or disability in accordance with the following provisions:

i. Only services in the District may be credited for sick leave benefits.

ii. The Director of Finance is eligible for up to ten (10) days of annual sick leave.

iii. The Director of Finance shall be allowed up to five (5) days, deducted from sick leave, in each contract year with full pay while absent to care for a relative who is ill. This provision is non-cumulative. A relative is defined as father, mother, brother, sister, wife, husband, child, grandparent, grandchild or an immediate in-law.

iv. The Director of Finance shall be allowed to carryover up to five (5) unused sick leave days accrued in the preceding year to be added to the current year's allowance, not to exceed 15 days.

b. Vacation Days:

The Director of Finance shall be entitled to twenty (20) vacation days per fiscal year. Vacation days shall be scheduled with the approval of the Superintendent of Schools. The Director of Finance be allowed to carry over five (5) unused vacation days to the next year. Any additional days will be waived.

c. Personal Days:

The Director of Finance shall be entitled to three (3) personal days per fiscal year. Personal days shall be scheduled with the approval of the Superintendent of Schools. Personal days may not be carried over and any unused days will be waived.

d. Bereavement Days:

Up to four (4) bereavement days with pay will be allowed while absent on account of the death of a relative. A relative is defined as father, mother, brother, sister, wife, husband, child, grandparent, grandchild or an immediate in-law.

e. Holidays:

The Director of Finance, shall receive Fourteen (14) paid holidays. When a holiday occurs on a Saturday, the Friday before the holiday will be the paid holiday and when a holiday occurs on a Sunday, the Monday after the holiday will be the paid holiday.

July 4th
Labor Day
Columbus Day

Christmas Day
New Year's Day
Martin Luther King Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve

President's Day
Patriot's Day
Memorial Day
Juneteenth Day

- f. **Medical Insurance:**
The indemnity, HMO, PPO or other applicable Health Insurance Program available to employees of the District shall be made available to the Director of Finance on the same terms and conditions as are applicable to other new employees of the District. If the Director of Finance retires from the District she shall be entitled to participate in the District's health insurance plans to the same extent as any other retirees of the District.
- g. **Expense Allowance:**
The Committee shall reimburse the Director of Finances for up to \$2,500.00 annually as an expense allowance to cover Professional Development including workshops and/or conferences that are related to the Director's job. The Committee agrees to pay the annual membership dues to the Massachusetts Association of School Business Officials (MASBO) and the Association of School Business Officials (ASBO) as well as License and Certification costs related to CPA and MCPPO designation not to exceed expense allowance.
- h. **Life Insurance:**
The District offers Basic Insurance (Term Life and Accidental Death & Dismemberment Insurance) with a 50/50 cost share between the District and the Director of Finance. If the Director of Finance enrolls in the Basic Life Insurance plan, additional Life Insurance is available and is 100% paid by the Director of Finance.
- i. **Flexible Spending Account (FSA):**
A Flexible Spending Account (FSA) is a benefit governed by the IRS. A Flexible Spending Account allows you to pay certain Health Care and/or Dependent Care expenses with pre-tax money.
- j. **Retirement**
A percentage of the employee's gross salary is deducted from each paycheck and forwarded, on a monthly basis, to the appropriate retirement system. The percentage contribution rate is determined by the employee's membership date with the retirement system.

X. Evaluation and Merit Adjustments:

- a. The Superintendent of Schools shall evaluate the performance of the Director of Finance in writing by June 15 of each year in accordance with the District's evaluation instrument and other mutually agreed upon

standards by which the Director of Finance performance will be measured. If the Superintendent of Schools determines that the performance of the Director of Finance is unsatisfactory in any respect, he shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the Director of Finance's evaluation shall be signed by the Superintendent and Director of Finance and placed in her personnel file. Such signature by the Director of Finance shall not necessarily indicate agreement with the content thereof but rather an acknowledgement of receipt of the document. The Director of Finance may respond to the evaluation in writing and may attach her response to the evaluation in her file.

- b. The performance assessment shall be used for the following purposes:
 - i. to strengthen the working relationship between the District and the Director of Finance and to clarify the responsibilities the District relies on the Director of Finance to fulfill;
 - ii. to discuss and establish goals for the ensuing year, including Performance Standards; and
 - iii. to establish the basis for the percentage increase in the annual salary rate for the Director of Finance that the Superintendent of Schools shall recommend to the School Committee.

XI. Licenses and Medical Evaluations:

- a. Subsequent to obtaining the initial School Business Administrator's Licensure, the Director of Finance shall furnish and maintain throughout the term of this agreement a valid and appropriate license for the position of Director of Finance in the Commonwealth as required by Massachusetts General Laws, Chapter 71, Section 38G, unless exempt by Massachusetts General Laws.
- b. Wherever the Committee determines there exists a valid reason for doing so, the Committee may require the Director of Finance to undergo a medical and/or psychological examination to be conducted by a medical doctor (M.D.) of the Committee's choosing to determine the Director of Finances' ability to perform the essential functions of his position, provided the Committee pays for the cost of said examination to the extent it is not covered by a health insurance program offered by the Freetown-Lakeville Regional School District. The Director of Finances' failure to cooperate in any such examination shall be "good cause" for dismissal.

XII. Renewal of Agreement:

Should the Committee or the Director of Finance wish to enter into a successor agreement, such party shall notify the other no later than January 1, 2023.