

**SUPERINTENDENT OF SCHOOLS
CONTRACT OF EMPLOYMENT**

This AGREEMENT, commences on July 1, 2017, by and between the HAWLEMONT REGIONAL SCHOOL DISTRICT COMMITTEE and the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT COMMITTEE, hereinafter referred to as the "Committees", and **MICHAEL A. BUONICONTI**, hereinafter referred to as the "Superintendent".

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

1. Term: The Committees hereby employ, and **Michael A. Buoniconti** hereby accepts employment as Superintendent of Schools for a five (5) year period commencing on July 1, 2017. This agreement between the parties shall automatically terminate on June 30, 2022.
 2. Work Year: The Superintendent is a Professional Employee of the Committees and will work a fifty-two week work year except for leaves and vacations as provided herein.
 3. Vacations: The Superintendent shall be entitled to twenty-five (25) working days of vacation between July 1 and June 30 of each year in this Agreement, plus paid holidays as defined in the Mohawk Trail Regional School District Year Round Employee Handbook. Unused vacation may be accumulated to 75 days. These days will be paid to the superintendent at the time of termination of employment at the superintendent's then current per diem rate. If the time of termination of employment is not June 30th, the superintendent will be paid at his then current per diem rate for a pro-rated amount of vacation time. For example, if the time of termination of employment is December 31st, the superintendent will be paid his then current per diem rate 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 Superintendent will have available fifteen (15) days of sick leave which shall be cumulative up to a maximum of 180 available sick days.
 5. Military Duty: The Superintendent may attend training exercises or active duty for up to twenty (20) days per year in a reserve component of any branch of the Armed Forces, without loss of pay, or deductions of his sick, personal, professional or vacation days.
 6. Bereavement: The Superintendent shall be entitled to up to five (5) days of paid leave per occurrence of a death in the Superintendent's family and persons living in the immediate household.
 7. Insurance: The Superintendent will have available to him participation in Group Medical, Surgical, Hospitalization, Dental, Life Insurance and other forms of insurance permitted by G.L., Ch. 328 which are provided to other employees of the Mohawk Trail Regional School District.
 8. Membership Fees: The several school committees pay the superintendent's membership fees for the following professional organizations:
 - Massachusetts Association of School Superintendents
 - Massachusetts Association of Regional Schools
 - Connecticut Valley Superintendents Association
 - New England Superintendents Association
 - American Association of School Administrators
- Whether the several school committees will pay the superintendent's membership fees for professional organizations not listed above is at the discretion of the committees.
9. Professional Development: The Superintendent will have the same professional development benefits that are offered to other administrators and the teachers in the Mohawk District, if engaged in graduate level course work.

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10. Conferences and Conventions: The Committees will reimburse the Superintendent for the annual cost to attend the Superintendent's Executive Institute. In addition, at the sole discretion of the committees, the Superintendent 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.
11. Doctoral Degree: The Committees agree to pay \$2,400 per year when the Superintendent has obtained a doctoral degree for the added benefit to the school districts. Such compensation, in its entirety, will be paid in the year that the superintendent obtains the degree and will be allocated evenly across the balance of pay periods in the fiscal year. In each subsequent year of this contract and any extension or extensions thereof, this amount will be allocated evenly across the number of pay cycles in the fiscal year.
12. Warrantees of Superintendent:
 - A. The Superintendent warrants that he is properly certified by the Department of Education of the Commonwealth of Massachusetts to perform the duties of Superintendent of Schools, and that this certificate is current and valid. 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 Superintendent, 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 Superintendent agrees to use his best efforts to perform the duties of this office diligently, professionally and efficiently. The Superintendent 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 Superintendent is employed on a twelve (12) month basis and is expected to attend any and all meetings necessary to carry out his duties, unless he is ill or on vacation.
 - E. Duties shall be performed by the Superintendent of Schools 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 there under by the School Committees of the above named towns.
13. Duties of Position: The Superintendent of Schools is the chief executive officer of the School District. In harmony with the policies of the Committee, state laws, and state board of education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has general authority to act at his discretion, subject to later approval by the Committee, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Committee on policies and plans that the Committee takes under consideration, and he takes the initiative in presenting to the Committee policy and planning issues for the Committee's attention.

The Superintendent or his designee, as approved by the Committee, shall attend all meetings of the Committee and shall participate in all Committee deliberations. The Superintendent shall receive notice of all subcommittee meetings and he or his designee may attend such meetings unless his attendance has been required by the Committee.

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14. Conditions of Contract Becoming Valid: This contract shall only become valid upon the execution of valid contracts between the following School Committees: the Hawlemont Regional School District Committee and the Mohawk Trail Regional School District Committee, to act as Superintendent of Schools at the same annual base rate of compensation as provided herein.
15. Yearly Salary Schedule:
- A. Salary: The salary for the five (5) year period will be established as follows:

July 1, 2017	\$152,497
July 1, 2018	\$156,084
July 1, 2019	\$159,761
July 1, 2020	\$163,530
July 1, 2021	\$167,394
 - 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 reductions mandated by State, or Federal Law and other mutually agreed upon deductions that the Superintendent may authorize in writing.
 - D. Pay Schedule: The above-described pay will be made in twenty-six equal payments per year. Should the Superintendent 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.
16. Cancellation: It is the intention of the parties that the Superintendent performs his duties for the full term of this contract. In the event that this contract is extended beyond its stated term, the Superintendent may resign employment with the Committees if he gives ninety (90) days' notice in writing to the Chairperson of each Committee.

Termination by the School Committee(s) shall be for good cause and will consist of the following procedures:

- A. Notice of intent to terminate will be sent to the Superintendent upon a 2/3rds vote of the full membership of a Committee. The notice of intent will be sent in writing by the Committee Chair, or other duly authorized person by registered mail to the residence of the Superintendent.
 - 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 Superintendent via registered mail.
17. Protection: Indemnification of the Superintendent 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 Superintendent for expenses or damages sustained by him by reason of an action or claim against him arising out of any other acts done by the Superintendent while acting in such capacity or for which the Committees are authorized in their discretion, to indemnify under Chapter 258, Section 9.

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If the Superintendent is disabled from working as a result of an injury suffered in the course of this employment, he will, during the period of his disability, in addition to any worker's compensation benefits received by him, receive such additional amount so that the Superintendent 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 Superintendent by a physician of the Committees' choice to verify the continued disability.

- 18. Rights of the Committees: 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 expressly 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.

- 19. Performance Evaluation: The Committees will annually evaluate in writing the performance of the Superintendent by April 30 of each year during the term of this Agreement. Written evaluations will be prepared by currently serving School Committee members. Such evaluations shall be submitted to the Chair of each Committee, and a composite summary will be provided to each Committee within a reasonable time period thereafter. The process for evaluating the Superintendent will be a matter of negotiation between the Superintendent and the School Committees and 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 Superintendent of Schools:

Date 2jtTN By: ttM?bi nal c _____
School Committee Chair ct

Date: 5-24-17 By: Marguerite Lancaster
Hawlemont Regional School District
School Committee Chair

Date: J/ 2- Lf //') By: S-. O)J;;.
Michael A. Buoniconti
Superintendent of Schools