

COST SHARE and SUPERVISION AGREEMENT BY AND BETWEEN

THE R.C. MAHAR REGIONAL SCHOOL COMMITTEE  
AND UNION #73



The Ralph C. Mahar Regional School Committee (herein referred to as the "Committee") and the School Union #73 (hereinafter referred to as the "Union") hereby agree to the following terms, conditions, and understandings:

1. The "Committee" and the "Union" wish to reduce their administrative costs for administrative personnel that provide services for both the "Committee" and the "Union".
2. The "Committee" and the "Union" agree to create a joint "Leadership, Accountability & Measurement Subcommittee".
3. The joint "Leadership, Accountability & Measurement Subcommittee" shall be composed of six (6) members. Two (2) members shall be from the Ralph C. Mahar Regional School Committee, one must be the Chair or Vice Chair. The remaining four (4) members shall be the membership of the "Union", two (2) members of Orange Elementary and two (2) members of Petersham.
4. The quorum of the joint "Leadership, Accountability & Measurement Subcommittee" shall be three (3). In order to have a quorum of the joint "Leadership, Accountability & Measurement Subcommittee" at least one (1) member from the "Committee" and a quorum of the "Union" shall be present. Any action taken at a meeting must consist of a majority vote of a quorum at that meeting.
5. The Chair of the joint "Leadership, Accountability & Measurement Subcommittee" shall be elected at the first meeting following the start of the fiscal year, from the members of this committee by a majority vote.
6. The joint "Leadership, Accountability & Measurement Subcommittee" is responsible for making advisory recommendations to the "Committee" and the "Union". The joint "Leadership, Accountability & Measurement Subcommittee" shall be responsible for the initial development of the Superintendent contract, job descriptions, and evaluation procedure, then to be brought to the "Committee" and the "Union" for approval. This committee is also responsible for the initial review of other shared contracted services, administrative contracts, job descriptions, and evaluation procedures as developed by the Superintendent of Schools; then to be brought to the "Committee" and the "Union" for approval. The joint "Leadership, Accountability & Measurement Subcommittee" has no role in the collective bargaining of personnel union contracts.
7. The joint "Leadership, Accountability & Measurement Subcommittee" shall make advisory recommendations to the "Committee" and the "Union" regarding sharing the costs of the positions of Superintendent, Director of Finance, Special Education Director, Administrative Assistant to the Superintendent, Special Education Coordinator, Curriculum Director and other shared positions or contracted services.

8. The "Committee" and the "Union" shall vote separately on each joint "Leadership, Accountability & Measurement Subcommittee's" recommendation. In order for the recommendation to be approved, the "Committee" and the "Union" must each vote affirmatively on the recommendation.
9. The "Committee" and the "Union" have authority, if approved by both entities, to hire and terminate personnel in the positions of Superintendent, Director of Finance, and Special Education Director. The contracts for these positions must be voted on by the "Committee" and the "Union". The Superintendent will submit to the "Committee" and the "Union" his/her recommendation for hiring and termination of personnel in each of these positions except for Superintendent of Schools.
10. The "Superintendent", who was selected by both the "Committee" and the "Union", shall have hiring authority over the positions of Administrative Assistant to the Superintendent, Director of Curriculum and Instruction and Special Education Coordinator and other shared positions. The "Committee" and the "Union" only have authority to determine whether it is a shared position for the purpose of funding the position.
11. The Cost Sharing of the positions mentioned under this Agreement where both the "Committee" and the "Union" have voted the position to be a shared position shall be as follows for the approved positions:

For FY2022

48.00 % Ralph C. Mahar Regional School District  
42.52 % Orange Elementary School District  
9.48 % Petersham Center School

The formula for cost sharing is based on the average of two ratios:

- a. The student enrollments in the three school districts, and
- b. The number of employee FTEs in each district

These ratios will be calculated based on figures as of October 1 in each year and adjusted annually.

FY2021: based on the average of figures from October 1 of 2016 through 2019

FY2022: based on the average of figures from October 1 of 2016 through 2020

FY2023: based on the average of figures from October 1 of 2017 through 2021

FY2024: based on the average of figures from October 1 of 2018 through 2022

FY2025: based on the average of figures from October 1 of 2019 through 2023

12. The "Committee" and "Union" agree that the "Committee" and "Union" under this shared cost agreement will be responsible for continuing their respective contribution for an employee who retired under this Agreement at the cost sharing rate existing as of October 1st of the year preceding retirement for as long as that person is receiving retiree health care insurance. The percentage contribution by the "Committee" and the "Union" toward retiree health insurance shall be the highest percentage contribution offered to an employee group within either the "Committee" or the "Union" for the type of health insurance plan offered by the "Committee" or "Union" and chosen by the retiree. This requirement shall continue even after the termination of this Agreement for as long as the employee remains in a retirement status.
13. This Agreement may be terminated at any time by a majority vote of either the "Committee" or the "Union". If there are contracts with employees in place under the terms of this Agreement, all the terms of the contract will be honored until the expiration date of the individual employee contract and the "Committee" and the

"Union" will be responsible for continuing to provide their respective contributions to the contract until the expiration date of the employee contract.

Ralph C. Mahar Regional

Peter M. Cross

Chair

February 18, 2021

Date

Union #73

Stephanie Carroll

Chair

January 21, 2021

Date

