

**SUPERINTENDENT OF SCHOOLS  
CONTRACT FOR EMPLOYMENT**

**THIS AGREEMENT** is made and entered into on this 16<sup>th</sup> day of October, 2019, by and between, the **FRANKLIN SCHOOL COMMITTEE** (hereinafter, the "Committee"), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and **SARA E. AHERN, Ed.D.** (hereinafter, the "Superintendent" or "[REDACTED]") of Northborough, County, Massachusetts.

**WITNESSETH:**

**WHEREAS**, the Committee is authorized, pursuant to Mass. G.L. c. 71, Section 59 to appoint a superintendent of schools and under Section 41 to award a contract of employment to said superintendent which may provide for compensation, fringe benefits and working conditions; and

**WHEREAS**, the Committee and the Superintendent are party to an Employment Contract for the period of July 1, 2017 through June 30, 2020 (hereinafter, the "17-20 Employment Contract"), as amended by Addendum A dated July 1, 2018 (hereinafter "Addendum A") and Addendum B dated July 1, 2019 (hereinafter "Addendum B"); and,

**WHEREAS**, the Committee desires to continue to employ the services of Sara E. Ahern, Ed.D. as its Superintendent; and,

**WHEREAS**, the Committee and the Superintendent have met and negotiated over a successor Employment Contract; and,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Committee and Dr. Ahern agree as follows:

**SECTION 1: EMPLOYMENT**

The Committee hereby agrees to employ **[REDACTED]** as Superintendent of Schools and the Superintendent hereby accepts employment for the period set forth herein, subject to the terms and conditions hereinafter provided.

**SECTION 2: TERM OF EMPLOYMENT/APPOINTMENT**

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement and the Superintendent's appointment hereunder shall be for the period commencing on July 1, 2020 and terminating on June 30, 2026, unless sooner terminated or extended in accordance with the provisions hereof.

It is expressly understood by the Parties that this Agreement contains no rollover language, nor any notification requirement should the School Committee determine not to renew it or to otherwise negotiate any new contract with the Superintendent. However, the Committee agrees to provide the Superintendent with notice on or before December 31, 2025 of its intent to enter into negotiations for a successor Agreement. Failure to provide such notice will not result in an extension this Agreement.



The Superintendent will perform these responsibilities and duties, as contemplated herein, and will expend the time and energy necessary to effectively perform these responsibilities and duties and to achieve the goals and purposes of the Franklin Public Schools.

## **SECTION 5: WORK YEAR AND AUTHORIZED LEAVES**

### **A. Work Year**

The Superintendent shall be employed on a full-time basis during a twelve-month work year.

### **B. Work Day/Hours**

The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time other than or beyond the normal work day, including weekends, and she agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, including meetings of Municipal Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

### **C. Holidays**

The Superintendent shall be entitled to all official school calendar holidays.

### **D. Vacation**

1. The Superintendent shall receive twenty-five (25) working days of annual paid vacation exclusive of legal holidays, per full contract year. A maximum of five (5) vacation days granted for a particular year may be carried over and used the following year with the written permission of the Committee Chair. The Superintendent shall notify the Committee Chair of her intentions in this regard on or before June 1 of each year of this Agreement.
2. Unused vacation days may not be accumulated from fiscal year to fiscal year, except as otherwise specified above, but will be surrendered and shall have no cash redemption value.
3. In the event that this Agreement is terminated by either party prior to the conclusion of a contract year, vacation days shall be pro-rated based upon that part of the year actually worked through the termination date.

**E. Sick Leave**

The Superintendent shall be credited annually, on July 1, with sixteen (16) days of paid sick leave for use during periods of her own sickness or injury. During the term of this Agreement, unused sick time may be accumulated from contract year to contract year up to a total of ninety (90) days. Upon termination of this Agreement or upon separation of the Superintendent from employment, regardless of the reason therefor, all unused sick time remaining shall be forfeited and shall have no cash redemption value under any circumstances.

**F. Personal Days**

The Superintendent shall be granted up to three (3) paid days of leave per full contract year for personal business that cannot be conducted outside of normal working hours, provided that she provides reasonable advanced notice to the Chair of the Committee. If circumstances prevent advance notice, the Superintendent will provide notice as soon as practicable thereafter. These days shall not accumulate from year to year and shall have no cash redemption value if unused. In the event that this Agreement is terminated prior to the conclusion of a contract year, personal days shall be pro-rated based upon that part of the year actually worked.

**G. Bereavement Leave**

The Superintendent shall receive up to five (5) days of leave per contract year following the death of her spouse/partner, child, child-in-law, parent, parent-in-law, sibling, grandparent or grandchild or other relative living in her household. At the discretion of the Committee, additional days beyond the above-referenced five (5) days may be granted.

**SECTION 6: GROUP INSURANCE**

To the extent otherwise eligible, the Superintendent is entitled to all insurance benefits (medical, hospital, and life) at the same premium contribution rates as are currently provided by the Town of Franklin to its employees. The Committee, on behalf of the Town, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Agreement and the Superintendent's employment. The Superintendent agrees to accept any such changes which are made by the Town of Franklin.

**SECTION 7: CONTRIBUTORY RETIREMENT PLAN**

To the extent permitted by governing laws and regulations, including but not limited to Massachusetts General Laws Chapter 32, the Superintendent shall be eligible to become a member of the Massachusetts Teachers' Retirement System.

## SECTION 8: REIMBURSEMENTS/EXPENSES

### A. Travel Allowance

The Committee shall pay to the Superintendent [REDACTED] per calendar month as an allowance for any and all in-district and out-of-district business related mileage and incidental travel expenses.

### B. Professional Growth And Development

#### 1. Tuition Reimbursement

The Superintendent is encouraged to participate in conferences, programs, seminars, and courses sponsored by school committee and school administrator associations and/or public or private educational institutions. Such participation is intended to aid the Superintendent in her continued professional growth and development. With prior approval, the Committee will reimburse the Superintendent for the costs of tuition in such programs up to a total amount of [REDACTED] per contract year. The Superintendent is expected to keep the Committee fully apprised in advance of her planned activities in this regard on a monthly basis through communication with the Chair of the Committee. Such participation shall not interfere with the Superintendent's performance of her duties as Superintendent.

#### 2. Professional Memberships

With prior approval, the Committee will reimburse the Superintendent up to One Thousand Dollars (\$1,000.00) per contract year for the costs of dues and expenses associated with membership in professional associations chosen by her.

With prior approval, the Committee will also reimburse the Superintendent for costs of attending professional conferences and meetings, including reasonable travel, food, lodging and registration expenses. The Committee may require appropriate verification and/or documentation of such expenses prior to approving any such reimbursement.

All out of state travel by the Superintendent, and any expenses related thereto, must be approved in advance by Committee.

## SECTION 9: TECHNOLOGY

The Committee shall provide the Superintendent with a lap top computer. The Committee shall provide the Superintendent with a cell phone and service for the term of this Agreement. The lap top and cell phone are considered property of the District and are provided to the Superintendent for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all such computer and cell phone equipment shall be returned to the Committee.

## **SECTION 11: CONSULTATIVE WORK**

The Superintendent's exclusive employer shall be the Franklin School Committee and she shall not engage in any business activity during the term of this Agreement which interferes in any way with her ability to perform her functions as Superintendent. The Superintendent may undertake and engage in consultative work, as well as speaking engagements, writing and lecturing, or other engagements of a professional nature, including the acceptance of honoraria, paid or unpaid, on behalf of outside individuals and/or concerns provided that they do not derogate from her performance of her duties and job responsibilities as Superintendent of Schools. The Superintendent is expected to keep the Committee fully apprised in advance of her planned activities in this regard on a monthly basis through communication with the Chair of the Committee.

All consultative work shall be performed by the Superintendent on vacation or personal time granted under this Agreement.

## **SECTION 12: PERFORMANCE EVALUATION**

- A. The Committee shall annually evaluate the performance of the Superintendent in writing using the Standards and Indicators of Effective Superintendent Leadership developed by the Massachusetts Department of Elementary and Secondary Education, and an evaluation instrument and process that satisfies the provisions of M.G.L. c. 71, §38 and related state regulations, including but not limited to 603 CMR 35.01-35.11. The Committee and Superintendent shall meet on or before August 31 of each year of this Agreement to review the evaluation instrument and process. Prior to the beginning of each school year, the Committee and the Superintendent shall meet to establish performance goals and objectives for the coming school year.
- B. A copy of the annual evaluation will be included in the Superintendent's personnel file. The Superintendent may file a written response and attach the same to the evaluation in her file.
- C. Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent's performance at any time during the term of this Contract.
- D. Failure by the Committee for any reason to evaluate the Superintendent shall not be considered a material breach hereof, provided, however, that no disciplinary action may be taken against the Superintendent for reasons that were not disclosed to her in a timely manner such that she could undertake a corrective course of action over a reasonable period of time.

## **SECTION 13: TERMINATION OF CONTRACT BY THE SUPERINTENDENT**

This Agreement may be terminated by the Superintendent provided she gives written notice to the Committee not less than one hundred twenty (120) days before the effective date of such anticipated termination and provided that no resignation shall be effective until the close of the school year, unless the Committee fixes an earlier date upon which such resignation is to take effect.

#### **SECTION 14: TERMINATION OF CONTRACT BY COMMITTEE**

The Superintendent shall be subject to dismissal and this Agreement subject to termination for good cause. For purposes of this Agreement, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

The decision to discharge the Superintendent and to terminate this Agreement shall be made by the School Committee by a majority vote of the full School Committee. Upon such a vote, the obligations of the Committee under this Contract shall cease, excluding only the obligation to participate in the process or review established in this Section 14. The Superintendent shall have the right to service of a written notice of intent to dismiss, including an explanation of the grounds for such action in sufficient detail to permit her to respond, and all documents on which the Committee intends to rely relating to the grounds for the proposed dismissal, and shall be entitled to notice of the hearing where such vote will be taken and the opportunity to respond to the notice of intent to dismiss, present evidence and witnesses. The Superintendent may be represented by an attorney or other representative, at her own expense, at any such hearing.

The Superintendent may appeal any dismissal action by the School Committee to final and binding arbitration through the American Arbitration Association by filing a demand for arbitration with the AAA within thirty (30) calendar days of the School Committee's vote. The arbitration process described herein shall be the Superintendent's exclusive remedy for any contract based claim. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal damages or compensatory damages other than back pay or benefits.

#### **SECTION 15: CERTIFICATION**

The Superintendent shall provide proof at the beginning of the term of this Agreement that she possesses a valid and appropriate certificate from the Commonwealth of Massachusetts qualifying her to serve as a Superintendent of Schools in Massachusetts, as required by Mass. G.L. c. 71, Section 38G. The Superintendent shall maintain such certificate throughout the term of this Agreement, and agrees to advise the Committee immediately in the event that her certificate is revoked, suspended, or otherwise affected in any way.

#### **SECTION 16: WARRANTY OF CREDENTIALS**

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Agreement and the Superintendent's employment.

### **SECTION 17: STATE ETHICS LAWS**

The Superintendent is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with the requirements of such laws during the term of this Agreement and in connection with the performance of her job duties and responsibilities. Without limitation, on or before July 01, 2017, the Superintendent shall produce a receipt from the Massachusetts State Ethics Commission reflecting her successful completion of all online training requirements.

### **SECTION 18: CORI AND FINGERPRINT BACKGROUND CHECK**

The Superintendent shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint background check which, in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement may be terminated in accordance with the provisions of Section 14 above.

### **SECTION 19: INDEMNIFICATION**

The Committee agrees to indemnify the Superintendent when she is acting within the scope of her official duties to the extent permitted and subject to the provisions of Massachusetts General Laws Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or the Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of this Agreement.

### **SECTION 20: SALARY DEDUCTIONS**

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Superintendent and agreed upon by the parties or required by law.

### **SECTION 21: PERFORMANCE**

The Superintendent shall fulfill all aspects of this Contract.

### **SECTION 22: ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by



either party other than those contained herein. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

**SECTION 23: INVALIDITY**

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.

**SECTION 24: LAW GOVERNING**

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**SECTION 25: COUNTERPARTS**

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 on this [REDACTED] day of October, 2019.

FRANKLIN SCHOOL COMMITTEE

By:

[REDACTED SIGNATURE]

Its Chair  
Duly Authorized

SUPERINTENDENT

[REDACTED SIGNATURE]