



Ayer Shirley Regional School District

141 Washington Street
Ayer, MA 01432

Phone: (978) 772 - 8600

Superintendent Contract of Employment July 1, 2021 – June 30, 2024

This Agreement is made by and between the Ayer Shirley Regional School Committee, hereinafter referred to as the “Committee” and _____ hereinafter referred to as the “Superintendent”. In consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. Employment

1.01 The Committee hereby employs _____ as Superintendent of Schools of the Ayer Shirley Regional School District and the Superintendent hereby accepts this employment on the following terms and conditions.

II. Term, Termination and Renewal

2.01 The Superintendent shall be employed for a three (3) - year period commencing on July 1, 2021 and terminating on June 30, 2024. Unless the Committee notifies the Superintendent in writing prior to October 1, 2023 that it does not desire to renew the Superintendent’s contract upon its expiration, this contract will automatically renew for one additional year. This will be the only automatic rollover of this contract.

2.02 Prior to the termination date set forth above, this contract may be terminated by the Superintendent with sixty (60) days written notice to the Committee.

2.03 The Committee may terminate this contract at any time during its term for good cause. The Superintendent shall be informed in writing of the charge(s) and cause(s) for his proposed discharge and shall be given the opportunity for a hearing before the Committee prior to any official action being taken. Said hearing shall be convened in executive session, and the Superintendent may be represented by counsel, who shall be entitled to participate in such hearing on behalf of the Superintendent. The



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Committee shall provide fifteen (15) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action. For purposes of this contract, "good cause" shall mean any grounds put forth by the Committee in good faith that are not arbitrary or irrelevant to the task of maintaining an effective and efficient school system, and may include, without limitation, incompetence, inefficiency, incapacity, insubordination, conduct unbecoming a Superintendent, or failure on the part of the Superintendent to satisfy performance standards established by the Committee pursuant to this contract.

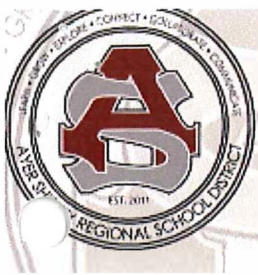
- 2.04 This agreement can be terminated by mutual agreement of both parties at any time.

III. Compensation

- 3.01 For the first year of this contract (July 1, 2021 through June 30, 2022), the Superintendent will be paid an annual salary of **\$170,000.00**. This annual salary will be reviewed by the Committee during the budgeting cycle to determine a possible increase based on the job performance to date for the second and third years of this contract. The school committee will use the evaluation process and progress on district goals as primary criteria for assessing appropriateness of an increase.
- 3.02 Separate and apart from the compensation expressed in section 3.01, the Committee will contribute the amounts set forth below into an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71, §37B and sec. 403(b) of the IRS Code. Payments under this section will be made in two installments, with half of the amount paid in January and the other half paid in June. The Superintendent may add his own contribution to the compensation paid by the Committee.

July 1, 2021 – June 30, 2022: \$2,500 (two thousand five hundred dollars)

July 1, 2022 – June 30, 2023: \$2,500 (two thousand five hundred dollars)



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July 1, 2023 – June 30, 2024: \$2,500 (two thousand five hundred dollars)

IV. Expense Reimbursement

- 4.01 In addition to the payments set forth previously, the Committee shall annually reimburse the Superintendent for attendance and expenses associated with professional conferences, dues and/or publications up to a maximum of two thousand dollars (\$2,000) in each school year upon submission of written vouchers for such expenses.

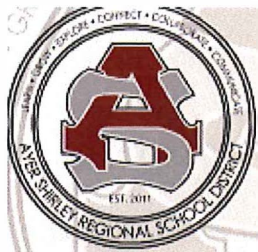
The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development, the Committee shall pay \$5,000.00 per year for the Superintendent's participation in a three year Induction and Executive Mentoring program provided by M.A.S.S.

- 4.02 The Committee will reimburse the Superintendent one hundred dollars (\$100) per month toward the monthly expense of the Superintendent's smartphone service. The Superintendent will be accessible via the smartphone for the purpose of conducting school business.

V. Duties

- 5.01 The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as the Executive Officer of the district as provided in Massachusetts General Laws.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time-to-time direct.



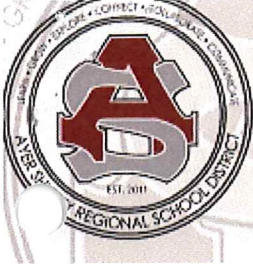
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The administration of school policy and establishment of a budget are accomplished by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59 and related provisions. The parties hereto agree that:

- 5.02 The Superintendent shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations. Consistent with state law or regulations these duties may be delegated to other administrators and principals.
- 5.03 The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent and the District Treasurer. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by staff under the Superintendent's direction. Regular duties include supervision and oversight of any and all federal grant programs. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- 5.04 The Superintendent and/or designee(s) shall have the right to attend all regular and special meetings of the School Committee and all committee or subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
- 5.05 Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, and to ensure responsiveness to the public and fairness to the Superintendent.



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- 5.06 The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.
- 5.07 The Superintendent is assured that Committee rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- 5.08 The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of Schools in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension or leave unless specifically waived by the Superintendent.
- 5.09 Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for reasonable personal business or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.
- 5.10 The Superintendent may accept speaking, writing, lecturing and/or teaching engagements, as well as attend professional meetings and conferences, as long as such activities do not interfere with her duties as Superintendent
- 5.11 The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying her to act as Superintendent of the Regional School District as required by the General Laws of the Commonwealth of Massachusetts.

VI Annual Vacation

- 6.01 The Superintendent shall receive twenty five (25) working days' vacation, exclusive of legal holidays. Vacation days will be prorated for any partial year of service. A maximum of five (5) vacation days may be carried over



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from one year to the next. The Chair of the Committee shall be notified of all vacation days in advance.

- 6.02 The Superintendent shall be entitled to all legal holidays recognized by the Committee and made available to any employee of the Regional School District.

VII Sick leave

- 7.01 Beginning on July 1, 2021 and annually for the duration of the contract the Superintendent will be granted fifteen (15) sick days. Sick days may be accumulated up to a maximum of ninety (90) days. Unused sick days will not be “bought back” upon termination. For all consecutive day absences beyond five (5) days, the Chair of the Committee shall be notified.

VIII Personal Leave

- 8.01 The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of four (4) days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

IX Standards Based Evaluation

Prior to June 1 of each year of this contract, the Committee will evaluate the Superintendent using an instrument consistent with the Massachusetts Model System for Superintendent Evaluation as prescribed by DESE. At an appropriate time each year, the Committee will meet with the Superintendent to establish goals for the Superintendent for the following contract year.

X Arbitration

- 10.01 Scope of Controversy: Any and all controversies or claims arising out of an alleged breach of this Agreement, excluding claims based on state or federal anti-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of



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the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of and standards of M.G.L. Chapter 150C or, if G.L. Chapter 150C is determined to be inapplicable, then pursuant to the provisions of Chapter 251 of the General Laws relative to arbitration of commercial disputes.

10.02 Arbitrator's Authority: Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within thirty days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

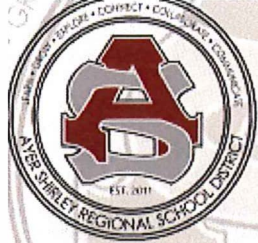
The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but in no case, shall such award order or require the reinstatement of the Superintendent to his position.

XI Health Insurance

11.01 The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the Regional School District subject to the terms and conditions of said coverage and at the same rate as provided for said municipal employees.

XII Indemnification

12.01 The Committee will indemnify the Superintendent from personal financial loss and expenses, including legal fees and costs, to the extent allowable under M.G.L. c. 258, for acts and/or omissions by the Superintendent, if the Superintendent at the time of the acts and/or omissions was acting within the scope of her employment and consistent with her official duties. The Superintendent agrees to comply with all reasonable obligations to assist in any litigation related to such acts and/or omissions. The School Department shall provide indemnification consistent with the above regardless of whether the claim or legal action is commenced during the Superintendent's



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employment with the School Department or following the termination of such employment.

XIII Entire Agreement

13.01 This contract embodies the whole 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. The contract may not be changed except by agreement of all parties in writing.

XIV Invalidity

14.01 If any paragraph or part of this Agreement is found to be contrary to law, it shall not affect the remainder of said Agreement, but said remainder shall remain binding and effective between all parties.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof, this 17 day of June, 2021.

Ayer Shirley Regional
School Committee