

**SUPERINTENDENT OF SCHOOLS**

**CONTRACT OF EMPLOYMENT  
BETWEEN**

**[REDACTED]**  
**AND**  
**AVON PUBLIC SCHOOLS**

This contract made this 1<sup>st</sup> day of July 2021 between the Avon Public Schools, acting by and through the School Committee ("the Committee"), and [REDACTED] referred to as the "Superintendent".

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

**1. EMPLOYMENT**

The Committee hereby agrees to employ the Superintendent as Superintendent of Schools and the Superintendent hereby accepts employment on the following terms and conditions

**2. TERMS**

The Committee hereby agrees to employ the Superintendent for a period to commence on July 1, 2021 and to end on June 30, 2026. The Committee shall notify the Superintendent at least sixty (60) days prior to stated expiration date whether they intend to renew or extend this agreement for a specified length of time beyond the slated expiration date. Notice of the school committee's intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at her address of record.

**3. WORK YEAR**

The work year for the Superintendent shall be twelve months.

**4. COMPENSATION**

**A. Regular Salary:**

The Superintendent's compensation shall include, in consideration for services provided, the following as regular compensation:

FY 22	[REDACTED]	FY 23	[REDACTED]	FY 24	[REDACTED]
FY 25	[REDACTED]	FY 26	[REDACTED]		

**B. Merit Pay**

The Committee may also consider on a yearly basis an additional merit based pay increase.

**C. Payment of Salary and Direct Monetary Compensation**

The Superintendent's salary, benefits and compensation shall be paid in twenty-six equal installments, subject to deductions required by law and those agreed to by the Superintendent and the Committee. All sums, including but not limited to all salary or benefits due under any provision of this Agreement, due upon resignation, termination or death shall be paid to the Superintendent or her estate in the pay period next following same, or upon appointment of a fiduciary for the state.

**5. FRINGE BENEFITS**

**A. Sick Leave**

The Superintendent will carry over into this contract any accrued and unused sick leave from her prior position as the Assistant Superintendent for Pupil Services for the Avon Public Schools. The Superintendent shall be granted twenty (20) days of sick leave per fiscal year, and which will be credited to her account annually on July 1, of each fiscal year for days earned over the previous fiscal year at the accrual rate of 1.66 days per month. Unused sick leave may be

accumulated. The Superintendent must notify the School Committee in writing on or before November 1 of the year preceding the retirement or resignation, and payment hereunder shall be made on or about the next July 01. If the School Committee is notified after November 1, then the Superintendent shall receive payment on or about the July 1 of the second fiscal year following the retirement or resignation. Upon retirement, notice of not to renew the agreement, death or in the event of reduction of force, the Superintendent shall be entitled to receive remuneration for each day of unused sick leave based upon the following formula:

<u>Number of Days</u>	<u>Amount per Day</u>
0-90	\$30 per day
91-180	\$45 per day
180-200	\$65 per day

**B. Personal Leave**

The Superintendent may take three (3) days of personal leave per year. Additionally because the Superintendent's workday is flexible and frequently extends beyond the normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave provided that the Superintendent normally works a minimum of an eight (8) hour work day.

**C. Bereavement Leave**

The Superintendent is granted five (5) days bereavement leave for the death in her immediate family. Immediate family shall mean spouse, son, daughter, father, mother, sister, brother, grandfather, grandmother, as well as similar in-law of the current spouse or other members of the immediate household.

**D. Health Insurance**

The Superintendent shall be entitled to all medical insurance programs made available to members of the Avon Education Association on the same terms and conditions as applicable to those employees.

**E. Superintendent's Expense**

During the term of this Agreement, any expenses incurred by the Superintendent for the purpose of travel both within and out of the District, for attendance at workshops and leadership academies, for attendance and expenses of professional conferences, including travel to and from conference destinations, and which include expenses of lodging and meals while in attendance, publications, dues for groups and other professional activities not expressly mentioned herein, shall be borne by the Committee.

In this regard, the Superintendent will provide the Committee with a log detailing his participation in professional development activities as requested by the Committee. Reimbursement for college courses shall require a passing grade.

Additionally, the Committee will annually bear the Superintendent's cost of dues paid for membership in the Massachusetts Association of School Superintendents, the South Shore Superintendents' Association, the American Association of School Administrators, and the Association for Supervision and Curriculum Development.

Also legal fees and judgments shall be borne by the Committee which are incurred as a result of any action brought against the Superintendent, and which arise out of her employment with the exception of intentional torts and criminal actions.

**F. Vacation**

1. The Superintendent will carry over into this contract any unused vacation time from her prior position as the Assistant Superintendent for Pupil Services. The Superintendent shall be entitled to twenty-five (25) paid vacation days between July 1 and June 30 during each of the fiscal years covered by this Agreement. The Superintendent shall be allowed up to seven (7) days to be carried over in any one year covered by this Agreement. Time shall be accrued at the rate of 2.083 days per month.

2. The Superintendent will ensure the Committee Chairperson and the Central Office personnel are notified as to where she can be reached during periods when she is on vacation.
3. All accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement or termination at the then in effect per diem rate of pay.
4. The Superintendent shall be entitled to all holidays recognized by the Committee and made available to any other Committee employee. These holidays include:

New Years Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving
President's Day	Labor Day	Day after Thanksgiving
Patriot's Day	Columbus Day	Christmas Day
Good Friday		

#### **6. STATE RETIREMENT ASSOCIATION**

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

#### **7. DUTIES**

The Superintendent shall perform faithfully to the best of her ability the duties of Superintendent of Schools. The Superintendent hereby agrees to be governed by the policies of the Committee, except that any conflict between those policies and this agreement or state or federal law shall be resolved in favor of this agreement or the applicable statutory provision.

#### **8. PERFORMANCE**

- A. The Superintendent and Committee shall fulfill all of the terms of this agreement. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.
- B. The Committee shall annually evaluate the performance of the Superintendent in writing in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives, and standards by which the Superintendent's performance will be measured. Such instrument shall be considered as part of and incorporated by reference in this document shall:
  1. Require the Committee speak in one voice by voting as an entire Committee rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event that the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect: it shall describe in writing in reasonable detail, the specific instances of unsatisfactory performance.
  2. A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Committee Chairperson, signed by the Superintendent, and placed in her personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her file.
  3. In addition, the Superintendent shall meet with the Committee, sitting as a Joint Committee of the Whole, as least twice each year for the purpose of discussing her performance as well as the working relationship between the Committee and the Superintendent.
  4. The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing for her study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or her performance.

5. The performance assessment shall be used for the following purposes:
  - A. To strengthen the working relationship between the Committee and the Superintendent, and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies on the Superintendent to fulfill.
  - B. Discuss and establish mutual goals for the ensuing fiscal year.

**9. SUPERINTENDENT'S CERTIFICATION**

The Superintendent shall furnish and maintain throughout the term of this contract, a valid and appropriate certificate qualifying her to act as Superintendent of the Avon Public Schools in the Commonwealth, as required by M.G.L., Chapter 71, Section 38G.

**10. OTHER ACTIVITIES**

The Superintendent shall not, without prior permission of the Committee, undertake any elected office or employment which requires her presence or attention during any regular business day or which derogates from her professional responsibilities and duties of Superintendent. The Superintendent may, however, accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as she sees fit provided they do not derogate from her duties as Superintendent. The Superintendent, on such occasions, will ensure that the Committee Chairperson and Central Office personnel are notified as to where she can be reached should the need arise.

**11. TERMINATION OF EMPLOYMENT CONTRACT**

**A. Termination of Employment Contract by the Superintendent**

The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving 120 days notice in writing to the Committee prior to the desired termination date. Said notice shall be sent to the Committee by Certified Mail return receipt requested, addressed to the residence of the Chairperson of the Committee at the time said notice is sent. Both parties of this Agreement may agree to notice of less than 120 days if requested by the Superintendent.

**B. Termination of Employment Contract by the Committee**

This contract may, upon a majority vote of the Committee, be terminated for good cause. In the event the charges made against the Superintendent lead to termination, the Superintendent may elect to have the matter submitted to arbitration in accordance with the rules of the American Arbitration Association and paragraph #14 below. If the charges against the Superintendent are not sustained at such hearing or after her appeal, the Committee shall reimburse the Superintendent for her actual and necessary attorney's fees, costs and disbursement incurred and any damages may be awarded by the Arbitrator.

Good cause as used herein, shall be defined as misconduct, incompetence, inefficiency, conduct unbecoming a Superintendent, physical or mental incapacity or insubordination.

**12. ENTIRE AGREEMENT**

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 in writing by the party against whom enforcement thereof is sought.

**13. INVALIDITY**

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

**14. ARBITRATION**

Any controversy or claim arising out of, or relating to any term or condition of this agreement, or employment practices or policies of the Committee or the breach thereof, shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and judgment or decision by an arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L., Chapter 150C.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with AAA and the other party.

The arbitrator may enter any appropriate award including compensatory damages, which may include damages under the contract, costs, and reasonable attorney's fees necessary to prosecute the action

if the termination was not effected in good faith, but in no case such award, order or require reinstatement of the Superintendent to her position.

**15. INDEMNIFICATION**

The Committee agrees to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence resulting in the bodily injury to any person or in damage to the property of any person while the Superintendent is acting within the scope of her employment or under the direction of the Committee as permitted by M.G.L., Chapter 258. The Committee shall not be held responsible or liable to the Superintendent or responsible for payment to any person or for damage to property caused by the Superintendent when she is acting beyond the scope of his employment.

**16. PRECEDENCE OF AGREEMENT**

This agreement takes precedence over any prior employment contract that might have been entered into by the parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

**AVON PUBLIC SCHOOLS**

By: Gracy Sheehan Date: 1/25/21  
Chair, Avon School Committee

By:  Date: 1/25/21  
Superintendent of Schools