EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT is made and entered into on this 3rd day of January, 2025, by and between the **BARNSTABLE SCHOOL COMMITTEE** (hereinafter, "Committee"), whose members act hereunder in their representative capacity only and without personal liability to themselves, and **SARA E. AHERN, Ed.D.** (hereinafter, the "Superintendent" or "Dr. Ahern") of Yarmouth Port, Massachusetts.

WITNESSETH:

WHEREAS, the Committee is authorized pursuant to M.G.L. c.71, §59 to appoint a superintendent of schools and under §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 Superintendent are party to an Employment Contract for the period of July 1, 2025 through June 30, 2029 (hereinafter "Employment Contract"); and,

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

1. **Employment.** The Committee agrees to employ Dr. Sara E. Ahern as superintendent of the schools of Barnstable Public Schools, and the Superintendent accepts that employment on the following terms and conditions.

2. **Term.** The term of this contract is for four years beginning on July 1, 2025 and ending on June 30, 2029, unless further extended or sooner terminated as otherwise provided in this contract.

   It is expressly understood by the Parties that this Agreement contains no rollover or evergreen language, nor any notification requirement should the School Committee determine not to renew or to otherwise negotiate a new contract with the Superintendent. However, the Committee agrees to provide the Superintendent with notice on or before January 2, 2029 of its intent to enter into negotiations for a successor Agreement. Failure to provide such notice will not result in an extension of this Agreement.

   The effective date of this contract shall be deemed July 1, 2025, regardless of the date or dates on which the contract is executed.

3. **Compensation.** Contingent upon the faithful, diligent and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, effective July 1, 2025, the Superintendent shall be paid a total annual salary of not less than Two Hundred and twenty-two thousand five hundred and eleven dollars and 07 Cents ($222,511.07). The Parties note that this reflects the Superintendent's salary for the year commencing July 1, 2025. The Parties further note that if the Superintendent's overall performance evaluation rating for the previous contract year is proficient or exemplary, the parties will discuss an increase in compensation.

   The School Committee agrees that it will meet annually with the Superintendent beginning on or about May 1 of each year of this Agreement, or other mutually agreed upon date, for purposes of reviewing the Superintendent's performance and negotiating over salary for the upcoming

contract year. The Parties agree that they will use their best efforts to conclude their discussion prior to June 30 of each year or agree to continue this conversation to a time mutually convenient to both parties. The parties agree that the Committee is not guaranteeing any percentage increase in compensation and that any new terms will be negotiated.

The Superintendent's salary is payable each year in equal installments in accordance with the Committee's policy governing payment of other professional staff members.

4. **Duties.** The Superintendent shall perform the duties of a superintendent of schools of the Barnstable Public Schools as prescribed by the law of the Commonwealth of Massachusetts, the regulations of the Massachusetts Department of Elementary and Secondary Education, and the lawful policies of the Committee. The Superintendent shall serve as executive officer of the Committee.

5. **Professional Activities.** The Superintendent shall devote all of her professional time, attention, knowledge, and skill exclusively to the business and interest of the Barnstable Public Schools except that the Superintendent may accept speaking, writing, lecturing, or other engagements of a professional nature if they do not conflict with or derogate from the Superintendent's duties as superintendent of schools.

6. **Educator's License.** The Superintendent shall furnish and maintain through the term and any extended term of this contract an appropriate educator's license qualifying the Superintendent to act as a superintendent of schools in Massachusetts, as required by Massachusetts General Laws Chapter 71, §38G.

7. **Reimbursement for Expenses.** The Superintendent shall be reimbursed for expenses subject to its normal policies and practices of reimbursement and verification of employee expenses reasonably incurred in the performance of the Superintendent's duties for:

    7.1 Travel with the Commonwealth of Massachusetts, at the rate per mile authorized from time to time by the Internal Revenue Service;
    7.2 Transportation and attendance and other reasonable costs associated with such attendance at local, state and national meetings and conferences (for attendance at national meetings and conferences, the Superintendent shall receive prior approval of the Committee in order to be eligible for such reimbursement); and,
    7.3 Dues resulting from the membership in the Massachusetts Association of School Superintendents and the American Association of School Administrators or any other agreed upon membership in an association;
    7.4 The Superintendent is encouraged to participate in conferences, programs, seminars, and courses sponsored by school committee, school administrator associations and/or public or private educational institutions. Reimbursement for any such programming over $500.00 will be subject to prior approval of the Committee.

8. **Fringe Benefits.**

8.1 The Superintendent is entitled to 25 working days per contract year as annual paid vacation, exclusive of legal holidays, to be credited on each July 1, starting with July 1, 2025, except that on termination of the Superintendent's employment for any reason, vacation days will be prorated between the final date of the Superintendent's employment and the preceding July 1. The Superintendent shall notify the chairperson of the Committee of individual vacation days taken, and the dates of any vacation in excess of five consecutive days are subject to the approval of the Committee which may not be unreasonably withheld. The Superintendent can carry over up to 10 unused vacation days from one contract year to another. In addition, the Superintendent may sell back to the Committee up to 10 unused vacation days per contract year at the end of such contract year.

The vacation time in this section is in addition to taking time off of work for the following legal holidays when they fall on or are celebrated on a normal business day: New Year's Day, MLKing Birthday, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day (and the day after Thanksgiving), Christmas Day, either the day before or after Christmas and either the day before or after New Year's Day.

8.2 The Superintendent is entitled to 20 working days of sick leave per contract year, to be credited at the start of each contract year. Upon execution of this contract, the Superintendent will be granted 20 sick days "up front". Unused sick leave may accumulate to a maximum of 250 days.

8.3 The Superintendent is entitled to all health, dental, life and disability insurance and other fringe benefits that are or may become available to professional employees of the Committee during the term of this contract, including but not limited to paid holiday, personal leave, and bereavement leave. As used in the paragraph, the term "fringe benefits" does not include procedural benefits such as a grievance procedure or reduction in force provision contained in any collective bargaining agreement to which the Committee is a party. The Superintendent's eligibility for participation in retiree health insurance shall not be conditioned on satisfaction of any length of service or other vesting requirement imposed by any contract, local ordinance, rule or regulation.

8.4 The Superintendent is entitled to up to five days for bereavement.

9. **Evaluation.** The Committee shall evaluate and assess in writing the Superintendent's performance as superintendent of schools at least once each contract year using an evaluation instrument and procedure with the Massachusetts educator evaluation regulations (603 CMR, §35.00).

10. **Computer Technology.** Any computer and related technology equipment, including any communication device, provided by the Committee to the Superintendent for use in performing her responsibilities outside of the office (i.e. when traveling to meetings) will become the property of the Superintendent on expiration of the term or extended term of the contract.

11. **Indemnification.** The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. §258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation for the employment relationship (other than because of dismissal for good cause pursuant to Section 12.2) the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her then effective per diem rate of pay or at her per diem rate of pay when last employed by the Committee, whichever is greater. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

12. **Termination.** Notwithstanding any other provision of this contract, the Superintendent's employment may be terminated as follows:

    12.1 The Superintendent may terminate this contract before the term of service has expired by giving at least 120 days' notice of that intent to the Committee.

    12.2 The Committee may dismiss the Superintendent prior to the expiration of this contract for good cause as long as at least 30 days prior to a final decision, the Superintendent has been informed of the cause or causes for the proposed dismissal and has been given the opportunity to inspect and copy all relevant documents on which the Committee intends to rely and to meet with the Committee prior to termination with legal counsel present, who may participate on the Superintendent's behalf. As used in this paragraph, "good cause" means any one or more of the following: misconduct, incompetence, inefficiency, physical or mental incapacity (such that the Superintendent is unable to perform the essential functions of the position of superintendent of schools with or without reasonable accommodation), or insubordination. A dismissal by the Committee terminates all rights the Superintendent has under this contract.

13. **Arbitration.**

    13.1 Any controversies or claims arising out of or relating to any term or condition of this contract or breach thereof, 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 the American Arbitration Association. An award by the arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered in any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of and standard of M.G.L Chapter 150C or if Chapter 150C is determined to be

inapplicable, then pursuant to M.G.L. Chapter 251 relative to the arbitration of commercial disputes.

13.2 Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the Boston office of the American Arbitration Association the other party within six years 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 employment relationship. The parties agree to submit to subpoenas issued by the arbitrator. Unless the parties agree otherwise, any arbitration hearing shall be held at the Barnstable School Administration Building, 230 South Street, Hyannis, Massachusetts.

13.3 The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not affected with good cause as that term is defined in Section 11.2 above, but in no case shall such award order require the reinstatement of the Superintendent.

14. **Entire Agreement.** This contract sets forth the entire agreement between the parties and supersedes any other agreements between them concerning the subject of the contract. The parties acknowledge that neither of them has been influenced to enter into this contract by, or has relied on, any representations not set forth in this contract or in any written employment application submitted by the Superintendent for the position of superintendent of schools

15. **Modification.** This contract may not be changed except by a writing signed by both parties.

16. **Governing Law.** The validity and interpretation of this contract are governed by the laws of the Commonwealth of Massachusetts. All the clauses of this contract are severable, and if any clause is deemed illegal or unenforceable for any reason, it does not affect the validity and enforceability of any other clause in the contract.

Barnstable School Committee,

By: _____
Kathy Bent, Chairperson

Dated: 1/3/2025

By: _____
Dr. Sara E. Ahern

Dated: 1/3/2025