

**AGREEMENT BETWEEN  
SHREWSBURY SCHOOL COMMITTEE AND THE  
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT executed this \_\_28\_\_<sup>th</sup> day of \_June\_, 2023 by and between the Shrewsbury School Committee, Shrewsbury, Massachusetts (hereinafter referred to as “the Committee”), and Joseph M. Sawyer, Ed.D. of Shrewsbury, Massachusetts (hereinafter referred to as “the Superintendent”) shall remain in full force and effect until terminated as provided in Article 2 herein.

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

1. EMPLOYMENT. The Committee hereby employs the Superintendent as Superintendent of the Shrewsbury, Massachusetts Public Schools, and the Superintendent hereby accepts employment on the following terms and conditions.
  
2. TERM: This Agreement shall cover the Superintendent’s employment for the period commencing July 1, 2023 through June 30, 2028. This Agreement may be terminated as provided herein, by written agreement between the Committee and the Superintendent, or by written resignation of the Superintendent. In the event that the Superintendent terminates this Agreement by written resignation, the Superintendent shall provide written notice at least one hundred twenty (120) calendar days prior to the effective date of such resignation.

In the event that the Committee determines not to renew the Superintendent’s employment following the term of this Agreement, it shall provide written notice to the Superintendent, indicating such non-renewal, no later than June 30, 2027. The intent of this provision is to provide the Superintendent with at least twelve (12) months’ notice of any intent not to renew this Agreement.

3. COMPENSATION:
  - a) Salary: Effective July 1, 2023 the Superintendent’s salary shall be Two Hundred Forty Four Thousand Sixty Five Dollars (\$244,065.00) per year. The Superintendent’s salary for the fiscal year commencing July 1, 2024 and each year thereafter shall be determined by the parties prior to the commencement of each such year. Such compensation may be considered and reviewed annually but may not be reduced without the written consent of the Superintendent.
  - b) Annuity: In addition to the salary specified above in subparagraph a.) above, the Superintendent shall receive a payment of Ten Thousand (\$10,000.00) Dollars per year, which shall be contributed directly to a tax-sheltered retirement plan (403(b), 403(b)(7) or 457 plan specified by the Superintendent. Such payment shall be made as an employer contribution so as not to

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affect the Superintendent's gross salary or his own contribution levels to such plan.

- c) The School Committee will annually pay Three Thousand Five Hundred (\$3,500.00) Dollars for life insurance premiums for the Superintendent, such payment to reimburse the Superintendent, or be paid on his behalf, as requested by the Superintendent.

4. REIMBURSEMENT OF EXPENSES: The Committee shall reimburse the Superintendent for all expenses reasonably incurred to attend official functions outside the Shrewsbury School district, including professional development programs and seminars, which may include a national conference. The Superintendent shall be paid an annual allowance of Three Thousand Five Hundred (\$3,500.00) Dollars for the use of his automobile in performing the functions and duties of his office within a radius of twenty (20) miles of Shrewsbury. Travel beyond that twenty (20) mile radius will be reimbursed at the system wide mileage rate, as well as toll and parking expenses.

The Superintendent is required to purchase a Smartphone for use in the event of a district emergency and to respond to regular, business-related activities in a timely manner. The Committee shall provide a monthly Smartphone allowance of Sixty-Five (\$65.00) Dollars to the Superintendent to offset personal costs for the business-related use of the Smartphone. In addition, the Committee shall provide a monthly allowance of Forty-Five (\$45.00) Dollars to offset personal costs for the maintenance of up to date technology equipment in his home to ensure the ability to access and communicate through the District's technology system and other online media.

The Superintendent is encouraged to become a member of the Massachusetts Association of School Superintendents, American Association of School Administrators and the Association for Supervision and Curriculum Development. The dues for any such membership shall be paid for by the Committee.

5. PERSONAL LEAVE:
- a) Vacation Days: The Superintendent shall receive twenty-five (25) working days annual vacation. No more than fifteen (15) days may be carried forward from one contract year into a subsequent year. The Superintendent may take ten (10) days pay in lieu of vacation time earned in any contract year. Upon the termination of his employment, other than termination for cause as provided in Paragraph 8.b below, the Superintendent will be paid for all unused vacation, consistent with the above referenced fifteen (15) day maximum carryover.

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- b) Personal Days: The Superintendent shall be permitted three (3) personal days with pay during each contract year to use for personal matters that require the Superintendent to be absent. The Superintendent may utilize his personal days for the purpose of consulting to another organization or making a presentation before any professional association when the Superintendent would receive compensation in excess of a Two Hundred and Fifty (\$250.00) Dollar honorarium from said organization or professional association.
  - c) Bereavement Leave: The Superintendent shall be permitted to take up to five (5) days bereavement leave for the death of an immediate family member. Immediate family is construed to include parent, parent-in-law, grandparent, grandchild, wife, husband, child, brother or sister, or person residing in the immediate household, and up to one (1) day in the event of the death of an extended family member not listed above.
  - d) Sick Leave: The Superintendent shall earn sick leave at the rate of fifteen (15) days per contract year. The Superintendent may utilize up to eight (8) days of his earned sick leave per year to care for sick members of his immediate family, as defined above. The Superintendent may accumulate up to ninety (90) days of sick leave. The Committee may, if there is reasonable cause to believe there is an abuse of the sick leave policy, require an examination of the Superintendent by a physician selected by the Committee, which examination shall be at the expense of the Committee.
  - e) Combination of Sick Leave and Personal Days: In the case of an emergency, the Superintendent may combine unused personal days and unused sick leave. If an emergency concerns the health of the Superintendent's immediate family member (parent, spouse, or child), or that immediate family member is experiencing a significant illness, once the Superintendent has utilized all available Family Sick Days, the Superintendent may combine earned and unused Personal Days with earned and unused Sick Days to allow for use of up to a maximum of thirty (30) days as additional Family Sick Days. Any days utilized as part of this maximum of thirty (30) additional Family Sick Days will run concurrently with any approved Family Medical Leave (FMLA).
  - f) Holidays: The Superintendent shall receive the following (13) paid holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day After Thanksgiving, Christmas, New Year's Day, M. L. King Junior Day, Presidents Day, Patriots Day, Memorial Day, and Juneteenth.
6. FRINGE BENEFITS: The Superintendent shall, in addition to salary and any other benefits expressly provided hereunder, receive all of the fringe

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benefits (including health insurance, disability insurance and life insurance, if any) which are granted during the term of this Agreement to the other administrative employees employed by the Committee.

7. DUTIES: The Superintendent will faithfully discharge all of the duties of his office under the laws of the Commonwealth of Massachusetts and his job description as outlined in Policy 249 of the School Committee Policy and Information System, as it may be amended from time to time.

8. PERFORMANCE

a) Evaluation by the Committee: The Committee shall evaluate the performance of the Superintendent in accordance with the regulations of the Department of Elementary and Secondary Education as set forth in 605 CMR 35.05. The Committee and Superintendent shall utilize the "Model Evaluation Process For Superintendents" with such adjustments as are mutually agreed upon and approved by the Department. A timeline for the elements of the annual evaluation will be mutually agreed upon by the parties each year. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments.

The final written evaluation prepared by the Committee shall be signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his personnel file.

b) Termination of Employment: The Superintendent shall not be terminated before the end of this Agreement unless for good cause. The term "good cause" as used herein may include, but is not limited to, any one or more of the following: conduct unbecoming a Superintendent, incompetence, insubordination, inefficiency, immorality, neglect of duty, and physical and/or mental incapacity. Where good cause exists, the Committee may discharge the Superintendent, thereby terminating this Agreement, provided, however, that the Superintendent may arbitrate his termination under Paragraph 11 of this Agreement.

9. CERTIFICATE: The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as a Superintendent in the Commonwealth of

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Massachusetts as required by Massachusetts General Laws Chapter 71, Section 38G.

10. **INDEMNIFICATION:** The Committee hereby indemnifies and holds the Superintendent harmless, from any and all demands, claims, actions, suits, and legal proceedings, including attorney's fees, if any, brought against the Superintendent in his individual capacity, or in his official capacity as an agent or employee of the Committee, provided the incident, event, or facts giving rise to the legal action occurred while the Superintendent was acting within scope of his employment and was acting neither maliciously, nor with gross negligence, subject also to the limitations of Mass. Gen. Laws, Chapter 258. Notwithstanding any other language or provision in this Agreement or elsewhere, this indemnification shall not be effective or binding on the Town of Shrewsbury or the Committee unless the Superintendent provides reasonable cooperation to the Town of Shrewsbury or the Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, event or facts occurring during his employment or services as Superintendent. This indemnification provision shall survive expiration of this Agreement or the cessation of the employment relationship by any means or cause.
11. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled and determined by arbitration in accordance with the Voluntary Rules of Arbitration of the American Arbitration Association and the judgment or decision by an arbitrator selected pursuant to such rules shall be final and binding on all parties concerned.
12. **SEPARABILITY CLAUSE:** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, or by an arbitrator as provided in Paragraph 11 above, it shall not effect the remainder of this Agreement, but said remainder shall be binding and effective upon all parties.
13. **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 or modified except by written agreement executed by both parties.
14. **GOVERNING LAWS:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

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15. PRIOR AGREEMENT: This Agreement is intended, during its term, to replace and supersede the Agreement between the parties covering the period from July 1, 2022 through June 20, 2027, provided, however, that the terms of that Agreement shall continue to apply through June 30, 2023.

**IN WITNESS WHEREOF** the parties have hereunto signed and sealed this Amended Agreement, in one or more counterparts, as of the day and year first written above.

DocuSigned by:  
*Sandra Fryc*  
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Sandra Fryc, Chairperson  
Shrewsbury School Committee

DocuSigned by:  
*Joseph M. Sawyer*  
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Joseph M. Sawyer, Ed.D.  
Superintendent of Schools