



Acton-Boxborough Regional School District
16 Charter Road Acton, MA 01720
978-264-4700 x 3209 fax: 978-264-3340
www.abschools.org

Acton-Boxborough Regional School District Superintendent's Contract of Employment

This contract made as of July 1st, 2021 by and between the Acton-Boxborough Regional School Committee, hereinafter referred to as the "Committee" and [REDACTED] hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Committee has appointed [REDACTED] as the Superintendent of Schools and he has accepted said position; and,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. Employment

The Committee agrees to employ [REDACTED] as Superintendent of The Acton-Boxborough Regional School District, hereinafter referred to as the "District," from July 1, 2021 through June 30, 2026. If, prior to October 15, 2025, the School Committee has not provided the Administrator with notice of non-renewal of this contract, then the contract shall be extended for an additional one-year period.

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II. Licensure

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate Massachusetts Department of Elementary and Secondary Education license qualifying him to act as Superintendent of Schools in public schools in the Commonwealth of Massachusetts.

III. Responsibilities/Duties

The administration of school policy set by the Committee 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. The parties hereto agree that:

- (A) The Superintendent agrees to all of the lawful rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and the legal functions and responsibilities of Superintendents of Schools. In the event that the Committee adopts a rule, regulation or policy that is in conflict with any portion of this Agreement, then this Agreement or state law shall prevail.
- (B) The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District consistent with State Law and contract obligations.
- (C) 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 District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by the staff under his direction.
- (D) The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all Committee meetings thereof (other than, to the extent permitted by applicable law, meetings concerning the Superintendent's employment) and shall serve as advisor to the Committee and make recommendations on all matters affecting the 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's table.

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- (E) Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
- (F) The Committee shall make no agreement with any other employee group or individual that would unlawfully interfere with the Superintendent's carrying out of statutory, managerial, administrative or supervisory responsibilities.
- (G) The Committee shall not adopt any policy, by-law or regulation which unlawfully 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 or reasonably associated with the position of Superintendent of Schools in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.
- (H) The Superintendent shall be responsible for providing an excellent standard of primary and secondary education for the public school students of Acton and Boxborough. The Superintendent shall perform his duties and responsibilities in a professional and competent manner.

IV. Other Activities

The Superintendent may undertake and engage in consultative work and speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided these engagements do not take away from his duties as Superintendent or conflict with Chapter 268A of Massachusetts General Laws. If during normal working hours, such work will be conducted using the Superintendent's personal or vacation days.

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V. Evaluation

The Committee shall evaluate the performance of the Superintendent in writing in accordance with the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation guidelines for Superintendent, in accordance with mutually agreed upon goals and process. The Summative Evaluation Report will be provided to the Superintendent in writing no later than June 15th each year.

- (A) In the event the Committee determines that the performance of the Superintendent is "Needs Improvement" or "Unsatisfactory", they shall describe in writing, in reasonable detail, their concerns.
- (B) In addition, the Superintendent shall meet with the Committee at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.

VI. Regular Compensation

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Superintendent's regular compensation shall include, in consideration for services provided:

(A) Salary

The Committee shall provide the following salary as part of the Superintendent's compensation:

1. Salary

Effective July 1, 2021, the Committee shall pay the Superintendent an annual salary of [REDACTED]. The Superintendent's Salary and Employment history are shown as an Addendum.

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2. By June 30th of each year, the Committee will determine, in their sole discretion, whether or not to increase the Superintendent's salary. Changes in salary will be reflected by updating the attached salary Addendum. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
3. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. At the Superintendent's discretion, a portion of his total salary may be paid into an annuity. All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

(B) Insurance, Fringe Benefits and Compensation for Services

1. Medical/Life Related Insurances

a. Health Insurance

The Superintendent will be offered health insurance benefits on the same terms as are provided to other administrators of the School District as described in the Administrators' Benefits Manual dated as of July 1, 2021, and as amended from time to time by the Committee.

b. Life Insurance

The Committee will provide the cost of life insurance for the Superintendent to cover 90% of his annual salary (rounded down to the nearest \$1,000).

c. Liability Insurance

The District will provide liability insurance for the Superintendent under the provisions of the policy currently covering Central Office Administrators.

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2. Leaves of Absence

a. Sick Leave

The Superintendent shall be credited with thirty (30) sick leave days at the time of hire and entitled to eighteen (18) days of paid sick leave for each year. Accumulated and unused sick leave shall be carried over from year to year. There will be no buy out for accumulated sick days upon resignation, retirement, termination, or death.

Sick leave may be taken when the Superintendent is prevented from working because of actual personal illness or injury, or because of a serious illness of or injury to a member of the Superintendent's "immediate family." "Immediate family" shall be defined as the Superintendent's spouse, children, parents, siblings, or the parents or children of his spouse, or any other close family member who resides in the Superintendent's household.

b. Extended Paid Sick Leave

The Superintendent shall have an extended sick leave account which may be utilized if he is prevented from working because of personal illness or injury. In order to be eligible to use extended paid sick leave during a period of absence due to personal illness or injury, the Superintendent must meet the following conditions:

- (1) All of the Superintendent's accumulated sick leave must have been exhausted.
- (2) The Superintendent must furnish to the Committee a physician's certificate attesting that the illness or injury disables the Superintendent from working and is expected to continue for at least thirty (30) work days. Thereafter, the Superintendent may be required to furnish further medical certification. The Committee reserves the right to have its physician examine the Superintendent.
- (3) The maximum number of days of extended paid sick leave in the Superintendent's account shall be based upon the number of full school years he has served the Committee, as follows:

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Number of Full School Years of Service for the Committee	Maximum Number of Extended Sick Leave Days
At least 1 year but fewer than 5 years	45 days
At least 5 years but fewer than 10 years	90 days
At least 10 years	120 days

c. Bereavement Leave

The Superintendent shall ordinarily be entitled to three (3) consecutive days of leave without loss of pay for time necessarily and actually lost by reason of a death in the immediate household or immediate family member. The members of the "immediate family" shall be the Superintendent's spouse and the parents, children or siblings of the Superintendent or his/ her spouse. Subject to approval by the Chair of the Acton-Boxborough Regional School District Committee, additional days may be taken for reasons such as: travel, distance and time, legal matters, religious reasons, delayed funeral or other unforeseen circumstances.

d. Personal Leave

The Superintendent will be granted five (5) days of personal leave each year. Personal leave is not carried over from year to year.

3. Vacation

The Superintendent will be eligible for twenty (20) vacation days. Each year's total allotment of vacation days shall be available on the first day of the fiscal year.

- a. The Superintendent can carry over no more than 20 vacation days from year to year, any days in excess of this carry over are lost.
- b. All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination, or death prorated at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.
- c. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or

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deduction from personal or vacation leave.

- d. The Superintendent shall also be entitled to all paid legal holidays granted to twelve month employees of Acton Boxborough Regional School District.

4. Tuition Reimbursement

- a. The Superintendent will be reimbursed for fifty percent (50%) of any fees and tuition for courses, including in-service courses, which are taken with the advance written approval of the Chair of the School Committee. The course must be completed with a grade B- or better. Such reimbursement shall be received by the Superintendent upon presentation of the bill from the Bursar for payment for the course.

Should the Superintendent not complete the course with a B- or better, then the fee and tuition for the course will be deducted from the Superintendent's pay check. The Superintendent shall execute an authorization for the deduction of such amount from his pay.

- b. The amount necessary to pay the reasonable expense (including fees, meals, lodging and/or transportation) incurred by the Superintendent in attending workshops, seminars, conferences or other professional improvement sessions will be budgeted by the School Committee.

VII. Termination

The Parties may terminate this Agreement at any time by mutual agreement.

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving written notice of this intention to the Committee no later than October 15th of any year during the term of this agreement (to be effective on the following June 30). The Superintendent's failure to give full and timely notice shall constitute "good cause" for termination.

The Committee may terminate this contract at any time without further obligation by a majority vote for any of the following reasons: inefficiency,

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incapacity, incompetence, conduct unbecoming to a superintendent, insubordination, or other good cause. Where termination is effected for good cause, a hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented at such hearing by counsel who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide fourteen (14) 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, including copies of all relevant documents on which the Committee intends to rely for such action.

Termination of the Superintendent's appointment shall terminate this agreement.

VIII. Resignation

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect and the Superintendent has notified the Committee of his resignation in writing by October 15 of the school year in which he resigns effective June 30 of that school year, or by giving notice of at least six months to the Committee. This provision can be waived with mutual agreement of the Committee and the Superintendent.

IX. Arbitration

(A) Scope of Controversy

Any claim alleging the breach of this contract shall be settled and determined solely and exclusively by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association and 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 M.G.L. c. 150C, then relative to the arbitration of employment disputes. The parties expressly waive any right to assert such claims in any other forum.

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(B) 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. In the case of a termination, if the arbitrator determines that the termination was not for good cause, his authority is limited to awarding the Superintendent monetary damages which may not exceed what the Superintendent would have been entitled to had his contract not been terminated prior to its expiration. In no case shall such award order or require the reinstatement of the Superintendent to his position.

X. Indemnification

- (A) The Committee shall at all times indemnify and hold the Superintendent harmless to the maximum extent and in accordance with the terms of MGL c. 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 of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay, subject to any applicable legal limits.
- (B) This indemnification provision, Article XI, A. and B. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.
- (C) If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the Superintendent, then the Committee will be under no obligation to indemnify the Superintendent pursuant to this section of this Agreement beyond that required by Chapter 258.

XI. Liability Insurance

The Committee agrees to maintain a policy or in the alternative to reimburse the Superintendent for annual premiums the Superintendent pays for the duration of the term of this agreement, for the Superintendent to be covered as a named insured under the School Districts' professional liability insurance policy.

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XII. 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 and signed by the party against whom enforcement thereof is sought. This contract supersedes all prior agreements between the parties, and all such prior agreements shall be without further effect.

XIII. 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.

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