

**SUPERINTENDENT**  
**CONTRACT OF EMPLOYMENT**  
**BETWEEN**  
**ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT**  
**AND**  
**DARCY FERNANDES**

This agreement made this 1<sup>st</sup> day of July, 2017 is by and between the Athol-Regional School District ("the District"), acting by and through its School Committee ("the Committee"), and Darcy Fernandes, hereinafter referred to as the "Superintendent".

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

**1. EMPLOYMENT**

The District hereby agrees to employ the Superintendent of the Athol-Royalston Regional School District, and the Superintendent hereby accepts employment on the following terms and conditions.

**2. TERMS**

The Superintendent shall be employed for a five year period commencing July 1, 2017 and terminating on June 30, 2022.

**3. Work Year**

The work year for the Superintendent shall be twelve-months.

**4. COMPENSATION**

**A. Regular Salary:**

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

FY 18	July 1, 2017	-	June 30, 2018	\$ 152,000
FY 19	July 1, 2018	-	June 30, 2019	\$ 155,040
FY 20	July 1, 2019	-	June 30, 2020	\$ 158,141
FY 21	July 1, 2020	-	June 30, 2021	\$ 160,513
FY 22	July 1, 2021	-	June 30, 2022	\$ (T.B.D.)

The salary for FY21 and FY22 is to be determined based on negotiations between the parties to this contract.

**Payment of Salary and other Direct Monetary Compensation**

The Superintendent salary, benefits and compensation shall be paid on a bi-weekly basis, subject to deductions required by law and those agreed to by the Superintendent and the Athol-Royalston School Regional District. 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 estate.

LC  


---

LC

  
DF

**B. Prohibition Against Reduction of Salary or Direct Monetary Compensation Of Any Kind**

At no time during the life of this Agreement, or any extension thereof, shall the Superintendent's salary or direct monetary compensation of any kind be reduced.

**5. FRINGE BENEFITS****A. Sick Leave**

The Superintendent will be granted forty-five (45) days of sick leave at the commencement of her employment. On July 1 of each subsequent year of this contract, the Superintendent will be granted an additional twelve days of sick leave. Unused sick leave may be accumulated.

**B. Personal Leave**

The Superintendent may take three (3) days of personal leave per year.

**C. Bereavement Leave**

The Superintendent is granted five (5) days bereavement leave for a death in the immediate family.

**D. Health Insurance**

The Committee agrees to pay the same percentage of the cost of the District provided medical and dental insurance as is provided to all other employees.

**E. Superintendent's Expense**

The Athol-Royalston School District shall bear the expenses incurred by the Superintendent up to a total of \$2,500.00 annually contingent upon approval by the School Committee for the following purposes:

- o Attendance at workshops, leadership academies and college courses within the geographic region (i.e. New England).
- o The cost of dues paid and membership in the Massachusetts Association of School Superintendents (M.A.S.S.), the American Association of School Administrators (AASA).
- o Registration for participation in the Massachusetts Association of School Superintendents' Annual Executive Institute or the joint MSAA-MASC Annual Conference.

In addition the Superintendent will receive \$150.00 a month reimbursement for travel expenses.

**F. Relocation Expenses**

The Superintendent shall receive a one-time payment of \$500 for relocation expenses for moving into a Town within the Athol-Royalston Regional School District.

**G. MASC/MASS**

The Committee agrees to pay for and allow the Superintendent to participate in MASC/MASS sponsored New Superintendent induction program.

**H. Cell Phone and Plan**

The Committee agrees to provide the Superintendent with a school issued cell phone and plan.

LC  
 LC

*Dmf*  
 DF

**I. Life Insurance**

The Committee agrees to pay the same percentage of the cost of the District provided Group life insurance policy as is provided to all other employees.

**J. Vacation**

1. The Superintendent shall be entitled to twenty-five (25) paid vacation days between July 1 and June 30 during each year of the fiscal years covered by this agreement. The Superintendent shall be allowed up to ten (10) days to be carried over from the previous year, with the approval of the School Committee, allowing for up to thirty-five (35) days to be utilized in any one year covered by this Agreement.
2. The Superintendent will ensure that the Central Office Personnel are notified as to where she can be reached during periods when she is on vacation.
3. 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 Athol-Royalston Regional School District and made available to any other employee. These holidays include:

New Year's 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

**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.

**8. PERFORMANCE**

**A.** The School Committee shall evaluate the performance of the Superintendent in writing in accordance with a Massachusetts State Educator Evaluation Program. Such instrument shall be considered as part of and incorporated by reference in this document and shall:

1. Be 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.
2. In addition, the Superintendent shall meet with the School Committee, at least once each year for the purpose of discussing her performance as well as the working relationship between the Superintendent and the School Committee.
3. The School Committee 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.

LC  
LC

  
DF

4. The performance assessment shall be used for the following purposes:
  - a. To strengthen the working relationship between the Superintendent and the School Committee, and to clarify for the Superintendent the responsibilities the School Committee relies on the Superintendent to fulfill;
  - b. To discuss and establish mutual goals for the ensuing fiscal year.

9. **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 Athol-Royalston Regional School District 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 School 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 as 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 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 one hundred and twenty (120) days notice in writing to the School Committee prior to the desired termination date. Said notice shall be sent to the Committee by certified mail, return receipt requested. Both parties to this Agreement may agree to notice of less than one hundred and twenty (120) days if requested by the Superintendent.

**B. Termination of Employment Contract by the Superintendent or School Committee**

This contract may be terminated for good cause. Good cause as used herein, shall be defined a misconduct, incompetence, inefficiency, conduct unbecoming a Superintendent, physical or mental incapacity, or insubordination.

12. **ENTIRE AGREEMENT**

This contract embodies the whole agreement between the Athol-Royalston School District 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.

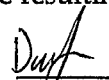
13. **INVALIDITY**

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. **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

LC  
LC

  
DF

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.

**15. 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:

**ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT**

DATED:

*Lee Chauvette*

By: \_\_\_\_\_

Lee Chauvette  
Chair, Athol-Royalston Regional School District Committee

*Darcy Fernandes*

By: \_\_\_\_\_

Darcy Fernandes  
Superintendent

\_\_\_\_\_  
LC

*DF*  
\_\_\_\_\_  
DF

**ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT**

**ADDENDUM TO**  
**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

AGREEMENT made this 8<sup>th</sup> day of July 2021, between Darcy Fernandes, hereinafter referred to as the "Superintendent", and the Athol-Royalston Regional School Committee, hereinafter referred to as the "Committee".

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. The Superintendent and Committee are parties to an Employment Contract through June 30, 2022.
2. The Superintendent and Committee agree that the Superintendent's current annual salary shall be increased by 2.0% effective July 1, 2021. Therefore, the Superintendent's salary shall be \$163,723 effective July, 1 2021.
3. The Committee agrees that, for FY22 only, it shall reimburse the Superintendent for the cost of tuition for credits toward the Superintendent's Doctorate Degree up to a total of Six Thousand Dollars (\$6,000). The Superintendent will submit a transcript or other official record from the institution attended to the Chair of the Committee upon successful completion of the course(s) taken. Reimbursement for course(s) successfully completed during FY22 will commence as soon as records of completion of the course(s) are received by the Chair.
4. All other terms, conditions, and understandings contained in the Employment Contract remain in full force and effect, unless specifically modified above.
5. This Addendum and the Employment Contract contain the whole agreement between the Superintendent and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Addendum shall be effective unless and until set forth in writing and signed by the parties.
6. If any term(s) or provision(s) of this Addendum are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.
7. This Addendum shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

8. This Addendum shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 8<sup>th</sup> day of July, 2021.

By: Darcy Fernandes  
Darcy Fernandes,  
Superintendent of Schools

By: Mitchell R. Grosky  
Mitchell R. Grosky, Chairperson