



# Ayer Shirley Regional School District

## Employment Agreement

**Employee:**

**Position:** Principal

**Supervisor:** Superintendent

### PREAMBLE

This contract of employment (hereinafter "the Agreement") is made by and between the Ayer Shirley Regional School District, acting through its Superintendent of Schools, and . This Agreement will become effective upon its signing below.

- A. EMPLOYMENT: It is agreed that (hereafter referred to as the "Employee") hereby accepts employment as the Principal on the following terms and conditions:
- B. TERM: The Ayer Shirley Regional School District hereby agrees to employ the Employee for the three (3) year period beginning on July 1, 2021 and extending through June 30, 2024. The Superintendent of Schools will notify the Employee on or before April 30, 2024, if s/he intends to renew or extend this Agreement for the next school year. In the event that the Superintendent so notifies the Employee, any such extension or renewal will be contingent on the parties reaching agreement on the terms for a new or extended Agreement, and on the execution of a new Agreement setting forth said terms. Failure of the Superintendent to notify the Employee of the proposed non-renewal of this contract at least sixty (60) days prior to the expiration date of such contract shall automatically renew this contract for an additional one-year period.
- C. COMPENSATION: The Employee will be an exempt, salaried employee who will be paid in equal installments during pay periods consistent with other employees in the District.
- a. **\$ 132,985** for the period commencing July 1, 2021, and ending June 30, 2022. This compensation reflects a 3% increase approved by the Regional School Committee.
  - b. Compensation for each twelve (12) month period of employment under this contract shall be determined by the district no later than July 1st of said year.
    - i. July 1, 2022 - June 30, 2023
    - ii. July 1, 2023 - June 30, 2024
- D. BENEFITS: The Employee shall be eligible for individual or family group health insurance at the same Employer/Employee contribution split as accorded to members of the District's collective bargaining units. The Employee shall receive the same group dental, life insurance, accidental death and dismemberment insurance, and ability to elect to participate in a tax-sheltered annuity as accorded to members of the Ayer Shirley Regional Education Association (ASREA).



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- E. DUTIES AND RESPONSIBILITIES: The Employee shall be responsible for all duties delineated in the job description for this position. The Employee will also carry out other duties as directed by the Superintendent and School Committee. The Employee will maintain a valid and appropriate license from the MA Department of Elementary and Secondary Education qualifying him/her for this position.
- F. WORK YEAR: The work year is defined as a full-time, full-year position. It will be at the discretion of the Superintendent whether the Employee will report to work when school has been closed due to inclement weather.
- G. VACATION: The Employee shall receive a maximum of twenty five (**25**) vacation days as an annual vacation, exclusive of legal holidays. Said annual amount will be prorated for any partial year of service. No more than five (5) of the annual vacation days may be carried over to the subsequent year. It is expected that the Employee will work the number of days and hours necessary to get the job done. The Employee will inform the Superintendent of the taking of vacation time. The Employee shall also be entitled to all legal holidays recognized by the District and made available to any other year-round employees of the District.
- H. SICK LEAVE: The Employee is entitled to fifteen (**15**) days of sick leave per year. Sick leave unused in one year may be carried over until the Employee has a maximum of one hundred ninety (190) usable sick days available. The Superintendent may allow sick leave beyond the above limit. The Superintendent shall be notified of all absences, and a physician's certification of illness may be required for absences extending beyond five (5) days.
- I. BEREAVEMENT LEAVE: The Employee shall be allowed up to five (5) days of bereavement leave with pay in case of any death in the immediate family (spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or relative and significant other actually living in the Employee's household). Bereavement leave may be extended upon application to and at the discretion of the Superintendent. Up to three (3) calendar days of bereavement with pay may be granted upon application to the Superintendent for attending the funeral of other relatives.
- J. EMERGENCY PERSONAL LEAVE: The Employee will be allowed, on a non-cumulative basis, three (**3**) days of paid personal leave to conduct business of an urgent nature (such as legal or medical matters) that cannot be conducted on other than school time. Requests for such leave should be made to the Superintendent as soon as possible and, with the exception of emergency situations, not less than forty eight (48) hours before the absence occurs. Such leave shall be allowed only when approved by the Superintendent.
- K. FAMILY MEDICAL LEAVE/CHILD REARING LEAVE: Family Medical Leave/Parental Leave/Child Rearing Leave shall be scheduled in accordance with School Committee Policy.



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- L. **EVALUATION:** The Superintendent and/or designee may evaluate the performance of the Employee in writing each year, in accordance with the Massachusetts Educator Evaluation Model. The Employee will be given a copy of said evaluation.

No material derogatory to an Employee's conduct, service, character or personality will be placed in his/her personnel file unless s/he has had an opportunity to review such material. Excluded from this will be material such as confidential references received at the time of his/her initial employment. The Employee will acknowledge that s/he has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

The Employee shall be permitted to inspect the content of his/her personnel folder, and to use the duplicating facilities to make copies of such contents and records as concern his/her work or himself/herself. Excluded from this would be documents of a "confidential" nature received prior to employment.

- M. **PROFESSIONAL DEVELOPMENT:** The need for continued professional development on the part of Administrators in the District is recognized. This can be achieved in many ways, such as the taking of courses, attendance at workshops, membership in professional associations, and conferences. The Regional School Committee shall reimburse the Employee for professional development activities approved in advance by the Superintendent in an amount equal to the cost of such activities, but such reimbursement shall not exceed \$1,500.00 per year and is subject to the availability of funds.
- N. **EXPENSE REIMBURSEMENT:** The Employee will be reimbursed seventy-five dollars (\$75) per month for the use of a personal cell phone. The Employee will be accessible via the cellphone for the purpose of conducting school business.
- O. **TRAVEL REIMBURSEMENT:** The Employee will be reimbursed for job-related travel expenses, exclusive of commuting expenses, within the Commonwealth of Massachusetts upon submission of a written voucher at the mileage rate allowed by the Internal Revenue Service at the time the travel took place.
- P. **PROFESSIONAL ACTIVITIES:** The Employee may accept and be compensated for speaking, writing, lecturing or other engagements of a professional nature as s/he sees fit, provided they do not derogate from his/her duties.
- Q. **TERMINATION:** Only the Superintendent may dismiss the Employee. During the term of this contract the Employee may not be dismissed except for good cause. The failure of the Superintendent to renew or extend this contract shall not be deemed a dismissal and is not subject to this provision. The decision of the Superintendent not to renew or extend this Agreement is an exercise of his/her sole discretion, and is not subject to any review or appeal. Failure of the Superintendent to notify the Employee of the proposed non-renewal of this contract at least sixty (60) days prior to the expiration date of such contract shall automatically renew this contract for an additional one-year period.



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In the event the Employee desires to terminate this contract before the term of service shall have expired, s/he may do so by giving at least sixty (60) days written notice of his/her intention to the Superintendent. This Agreement can be terminated by mutual agreement of both parties at any time. Furthermore, this Agreement can be terminated if the Employee's position is eliminated or reduced due to the financial constraints of the District.

- R. INDEMNIFICATION: The School Committee will indemnify and/or defend the employee to the full extent allowable by G.L. Chapter 258 for any and all personal financial loss and expenses, including legal fees and costs, arising out of any claim, action, award, compromise, settlement, or judgment attributable to any act or omission of the Employee while acting within the scope of his/her duties or employment. Such indemnification may be provided by insurance or otherwise.
- S. ENTIRE AGREEMENT: This contract embodies the entire Agreement between the Committee and the Employee and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This contract may not be changed except by a writing signed by the party against whom enforcement is sought.
- T. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
- U. EXECUTION: This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS hereof, the parties have hereunto signed and sealed this Agreement and a duplicate thereof, this 7 day of June in the year 2021.

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