

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ASHLAND SCHOOL COMMITTEE

AND

Dr. Michael Caira

This Employment Agreement (hereinafter referred to as “this AGREEMENT”) is made between the Ashland School Committee (hereinafter referred to as "the Committee") and Dr. Michael Caira (hereinafter referred to as "the Assistant Superintendent of Curriculum, Instruction and Assessment" or “Dr. Caira”). This AGREEMENT will be effective as of July 1, 2020. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ Dr. Caira as Assistant Superintendent of Curriculum, Instruction and Assessment of the Ashland Public Schools (the “District”), and Dr. Caira accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: Dr. Caira shall be employed as the Assistant Superintendent of Curriculum, Instruction and Assessment of the Ashland Public Schools for three (3) years, from July 1, 2020 through June 30, 2023, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. This AGREEMENT will not automatically renew at any time. No later than December 30, 2022, the Superintendent shall notify the Assistant Superintendent of Curriculum, Instruction and Assessment in writing as to whether or not it desires to continue the Assistant Superintendent of Curriculum, Instruction and Assessment’s employment beyond June 30, 2023. Should the Committee and the Assistant Superintendent of Curriculum, Instruction and Assessment mutually desire to continue the Assistant Superintendent of Curriculum, Instruction and Assessment’s employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2023. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, or if either party does not desire to continue the employment relationship, then this AGREEMENT will expire and the Assistant Superintendent of Curriculum, Instruction and Assessment’s employment will end on June 30, 2023.

3. COMPENSATION:

- A. Compensation for the period July 1, 2020 through June 30, 2021 shall be at the rate of \$131,000.
- B. Dr. Caira shall receive annual merit increases, to be effective on July 1 of each contract year, based on the following formula. For each rating of "Proficient" on Standards I through IV, he shall receive a merit increase of .50%. For each rating of "Exemplary" on Standards I through IV, he shall receive a merit increase of .75%. No increase shall be given for a rating on Standards I through IV of Unsatisfactory or Needs Improvement. In addition to merit increases awarded based on his performance on Standards I through IV, he shall also receive a merit increase of .50% for an overall rating of Exemplary. Under this system, the maximum merit increase should Dr. Caira attain a rating of Exemplary on all four Standards and an overall rating of Exemplary shall be 3.5% per contract year.

In the event the District enforces an across-the-board wage freeze, i.e., a 0% base wage increase for non-union employees in any fiscal year, no merit increases shall be awarded regardless of performance.

In the event of any change in the Standards or rating levels during the term of this Agreement, the parties shall renegotiate this provision.

The Assistant Superintendent of Curriculum, Instruction and Assessment's Base Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Assistant Superintendent of Curriculum, Instruction and Assessment.

The Assistant Superintendent of Curriculum, Instruction and Assessment's Base Salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Ashland Public Schools.

Mileage: Dr. Caira will receive mileage compensation of \$1,200 per year which includes all in district and in state travel.

4. WORK YEAR AND LEAVE BENEFITS:

4.1 **Work Year:** The work year for the Assistant Superintendent of Curriculum, Instruction and Assessment is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Assistant Superintendent of Curriculum, Instruction and Assessment shall devote his full time, skill, labor and attention to the discharge of his duties as Assistant Superintendent of Curriculum, Instruction and Assessment for the Ashland Public Schools.

4.2 Vacation Leave:

A. Accrual.

The Assistant Superintendent of Curriculum, Instruction and Assessment shall then earn vacation days at the rate of 2.083 days per month.

B. Carry Over.

A maximum of ten (10) vacation days may be carried over from Contract Year to Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty-five (35). For the purposes of determining the Assistant Superintendent of Curriculum, Instruction and Assessment's per diem rate under this AGREEMENT, the Assistant Superintendent of Curriculum, Instruction and Assessment's Base Salary (prorated, where appropriate) shall be divided by 261 days.

4.3 Sick Leave:

A. Accrual

The Assistant Superintendent of Curriculum, Instruction and Assessment shall be entitled to sick leave with pay in accordance with the provisions in this Section 4.3. The Assistant Superintendent of Curriculum, Instruction and Assessment will accrue one and a quarter (1.25) sick leave days per month. The Assistant Superintendent of Curriculum, Instruction and Assessment may use his accrued sick leave to cover the Assistant Superintendent of Curriculum, Instruction and Assessment's absences for personal illness or injury.

B. Carry Over.

The Assistant Superintendent of Curriculum, Instruction and Assessment may carry over his unused accrued sick leave days into subsequent Contract Years up to a maximum of one hundred (100) days. Accrued unused sick leave shall not be paid out and shall be forfeited upon separation from employment.

4.4 Holidays: The Assistant Superintendent of Curriculum, Instruction and Assessment shall receive the following paid holidays:

Labor Day
Rosh Hashanah *
Yom Kippur *
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday

Patriot's Day
Memorial Day
Fourth of July

* - Jewish holiday leave only when included as vacation day(s) in the school calendar

4.5 Personal Leave: The Committee may grant the Assistant Superintendent of Curriculum, Instruction and Assessment up to three (3) personal leave days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Assistant Superintendent of Curriculum, Instruction and Assessment's work day or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year.

4.6 Bereavement Leave: Up to five (5) consecutive work days leave shall be granted with pay in the event of death in the immediate family to include Husband, Wife, Child (step child or adopted child also), Parent, Brother, Sister, Parent-in-law, Grandparent, Son-in-law, Daughter-in-law, Brother-in-law or Sister-in-law.

Up to two (2) consecutive work days leave at any one time shall be granted with pay in the event of a death of an uncle, aunt, niece or nephew unless said relative is a member of the immediate household; in that case up to five (5) consecutive calendar days leave shall be granted.

Bereavement leave for any other family member or extension of any bereavement leave listed above shall be at the discretion of the Superintendent.

5. REIMBURSEMENTS

5.1 REIMBURSEMENTS FOR EXPENSES, DUES, AND REGISTRATION FEES: The Committee shall reimburse the Assistant Superintendent of Curriculum, Instruction and Assessment in accordance with Committee policy and procedure for reasonable and necessary, documented expenses incurred in the performance of his duties upon the presentation by the Assistant Superintendent of Curriculum, Instruction and Assessment of receipts submitted within 30 calendar days of incurring such expenses, including, but not limited to phone expenses, expenses for conferences approved in advance by the Superintendent, as well as membership dues for organizations approved in advance by the Superintendent.

5.2 COURSE REIMBURSEMENT:

The Committee agrees, barring any unforeseen budgetary restrictions, to reimburse Dr. Caira for tuition expenses at a maximum of \$800 per Contract. Such courses must be pre-approved in writing by the Superintendent. Reimbursement will be paid not later than October 1st of the following school year, upon presentation of satisfactory evidence of a grade of B- or better in courses taken, together with a copy of the tuition and fees payment made by Dr. Caira.

6. TECHNOLOGY PROVISION:

The Committee agrees, barring any unforeseen budgetary restrictions, to provide Dr. Caira with certain technology tools, including but not limited to a laptop computer, desktop computer, color printer, cell phone, etc. for the purpose of enhancing his job performance and professional growth.

7. INSURANCE:

7.1 Group Health Insurance: The Assistant Superintendent of Curriculum, Instruction and Assessment may elect to obtain group health insurance generally available to employees and their dependents in the Ashland Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Ashland Public Schools. The Assistant Superintendent of Curriculum, Instruction and Assessment recognizes that the Ashland School Committee and the Town of Ashland may change such terms and conditions and such insurance from time to time. If the Assistant Superintendent of Curriculum, Instruction and Assessment declines to obtain such health insurance, the Assistant Superintendent of Curriculum, Instruction and Assessment shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure (“HIRD”) form.

8. DUTIES: Dr. Caira shall be the educational administrator and director of Curriculum, Instruction and Assessment and shall supervise the operations and management of the Ashland Public Schools curriculum in conformance with the policies of the Ashland School Committee and subject to the supervision and direction of the Superintendent of Schools. Dr. Caira shall faithfully perform, to the best of his ability and utilization of all of his best efforts, and devoting substantially all of his time, all duties and responsibilities as listed in the Director of Curriculum, Instruction and Assessment job description.

He shall perform such other duties as have been habitually performed in the area of Curriculum, Instruction and Assessment in the Ashland Public Schools and such other duties as may be assigned by the Superintendent of Schools and are consistent with the position of Director of Curriculum and the Massachusetts General Laws. It is agreed that the Director of Curriculum shall perform duties which are not expressly provided for in the job description, so long as such duties are integral to the functions of the Director of Curriculum’s position and do not prevent the employee from performing those functions which are expressly provided for in the job description.

9. PERFORMANCE EVALUATION AND PERFORMANCE RECOGNITION PLAN:

9.1 Performance Evaluation: The Superintendent of Schools or his/her designee shall evaluate the performance of Dr. Caira annually based upon (1) the duties and responsibilities contained in the Assistant Superintendent of Curriculum, Instruction and Assessment’s Job Description; (2) as presented and called for under M.G.L. Chapter 71 as amended by the Education Reform Act of 1993;

(3) as contained in the policies of the Ashland School Committee; (4) as contained in directives of the Superintendent; and (5) the annual district improvement goals mutually agreed upon by the Assistant Superintendent of Curriculum, Instruction and Assessment and the Superintendent on or about October 15th of each contract year.

10. LICENSE: The Assistant Superintendent of Curriculum, Instruction and Assessment hereby represents to the Committee that he is currently licensed to serve as Assistant Superintendent of Curriculum, Instruction and Assessment of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Assistant Superintendent of Curriculum, Instruction and Assessment shall maintain, throughout the term of this agreement, a valid and appropriate license qualifying her to serve as an Assistant Superintendent of Curriculum, Instruction and Assessment of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Assistant Superintendent of Curriculum, Instruction and Assessment agrees to notify the Committee within 24 hours of his license being revoked, rescinded, suspended, or lapsed.

11. PROFESSIONAL ACTIVITIES AND CONSULTING:

11.1 Professional Activities: The Assistant Superintendent of Curriculum, Instruction and Assessment shall devote his full-time, attention, and energy to the business of the Ashland Public Schools. However, the Committee encourages the continuing professional growth of the Assistant Superintendent of Curriculum, Instruction and Assessment through his participation, as he might decide in light of his responsibilities as Assistant Superintendent of Curriculum, Instruction and Assessment, in:

- A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
- B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
- C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent of Curriculum, Instruction and Assessment to perform his professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 11.1.

11.2 Consulting/Teaching: The Assistant Superintendent of Curriculum, Instruction and Assessment may engage in professional consulting work or college/university teaching provided that such consulting work and/or teaching does not interfere with or detract from his work as Assistant Superintendent of Curriculum, Instruction and Assessment for the Ashland Public Schools and provided that the Assistant Superintendent of Curriculum, Instruction and Assessment has obtained prior authorization from the Superintendent to engage in such consulting work and/or teaching and uses his vacation leave to cover his absences, if any, for such consulting and/or teaching work. The Committee shall not reimburse the Assistant Superintendent of Curriculum, Instruction and Assessment for any expenses associated with such consulting work and/or teaching.

12. INDEMNIFICATION:

12.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Assistant Superintendent of Curriculum, Instruction and Assessment against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Assistant Superintendent of Curriculum, Instruction and Assessment is acting within the scope of her employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Assistant Superintendent of Curriculum, Instruction and Assessment.

12.2 The Assistant Superintendent of Curriculum, Instruction and Assessment shall, within four (4) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Superintendent.

12.3 This Section 12 shall survive the termination of this AGREEMENT.

13. TERMINATION OF EMPLOYMENT AGREEMENT:

13.1 By the Committee with Cause:

During the term of this AGREEMENT, the Superintendent may suspend the Assistant Superintendent of Curriculum, Instruction and Assessment from his position as Assistant Superintendent of Curriculum, Instruction and Assessment and/or may terminate his employment and this Employment AGREEMENT for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Superintendent in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the Superintendent shall provide the Assistant Superintendent of Curriculum, Instruction and Assessment with written notice of the reason, reasons, charge or charges against him and the grounds on which such reason(s) or charge(s) is based. Provided that the Assistant Superintendent of Curriculum, Instruction and Assessment has made a request in writing to the Superintendent within ten (10) calendar days of receipt of such written notice, the Superintendent shall provide the Assistant Superintendent of Curriculum, Instruction and Assessment with a hearing upon said reason(s) or

charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Assistant Superintendent of Curriculum, Instruction and Assessment shall be entitled to have his legal counsel present to advise him. The Assistant Superintendent of Curriculum, Instruction and Assessment shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Superintendent, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Ashland Public Schools shall not be required to pay, and the Assistant Superintendent of Curriculum, Instruction and Assessment shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Assistant Superintendent of Curriculum, Instruction and Assessment may request to use his accrued vacation days prior to his separation from employment and/or the Superintendent may schedule the Assistant Superintendent of Curriculum, Instruction and Assessment for vacation days prior to his final day of employment.

13.2 Early Termination Provision:

Without limiting the provisions in Section 13.1 of this Agreement, the Superintendent may terminate this Employment AGREEMENT and the Assistant Superintendent of Curriculum, Instruction and Assessment's employment at any time by providing the Assistant Superintendent of Curriculum, Instruction and Assessment with at least ninety (90) calendar days written notice. The Assistant Superintendent of Curriculum, Instruction and Assessment may request to use his accrued vacation days prior to his separation from employment and/or the Superintendent may schedule the Assistant Superintendent of Curriculum, Instruction and Assessment for vacation days prior to his final day of employment.

13.3 For Disability:

Subject to applicable law, if the Assistant Superintendent of Curriculum, Instruction and Assessment is absent from work on account of a disability for more than one hundred (100) calendar days, the Superintendent shall have the option of terminating his employment and this Employment AGREEMENT. If the Superintendent exercises its option to terminate the Assistant Superintendent of Curriculum, Instruction and Assessment's employment and this Employment AGREEMENT, the Assistant Superintendent of Curriculum, Instruction and Assessment shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

13.4 By the Assistant Superintendent of Curriculum, Instruction and Assessment:

The Assistant Superintendent of Curriculum, Instruction and Assessment may terminate his employment by submitting his written resignation to the Superintendent with as much advance notice as possible but no less than ninety calendar (90) days advance notice. In the event of termination pursuant to this paragraph, the Ashland Public Schools shall not be required to pay, and the Assistant Superintendent of Curriculum, Instruction and Assessment shall not be entitled to receive salary payments and benefits payable after the effective date of the Assistant Superintendent of Curriculum, Instruction and Assessment's resignation. The Assistant Superintendent of Curriculum, Instruction and Assessment may request to use his accrued

vacation days prior to his separation from employment and/or the Superintendent may schedule the Assistant Superintendent of Curriculum, Instruction and Assessment for vacation days prior to his final day of employment.

14. **NOTICES:** All notices required or desired to be given under this AGREEMENT will be deemed to be served if in writing and delivered by in-hand delivery to the Assistant Superintendent of Curriculum, Instruction and Assessment or sent by certified mail to the Assistant Superintendent of Curriculum, Instruction and Assessment's residence. In the case of notices in writing by the Assistant Superintendent of Curriculum, Instruction and Assessment will be delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's office.

15. **ENTIRE AGREEMENT:** This AGREEMENT contains the whole agreement between Ashland Public Schools and the Assistant Superintendent of Curriculum, Instruction and Assessment and effective July 1, 2016, supersedes all prior agreements between the Ashland Public Schools and Dr. Caira. 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 AGREEMENT shall be effective unless and until set forth in writing and signed by the parties.

16. **SEVERABILITY:** If any term(s) or provision(s) of this AGREEMENT 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.

17. **GOVERNING LAW:** This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

18. **COUNTERPARTS:** This AGREEMENT 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 have caused this AGREEMENT to be subscribed in duplicate on this 15 day of June, 2020.

BY:


Dr. Michael Caira

Assistant Superintendent of Curriculum, Instruction and Assessment


James E. Adams, Superintendent of Schools