

**RESTATED, AMENDED AND RENEWED EMPLOYMENT AGREEMENT**

**BY AND BETWEEN**

**THE ASHLAND SCHOOL COMMITTEE**

**AND**

**JAMES ADAMS**

**March 2021**

This Restated, Amended and Renewed Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the Ashland School Committee (hereinafter referred to as "the Committee") and James Adams (hereinafter referred to as "the Superintendent" or "Mr. Adams"). This AGREEMENT reflects the agreement of the Committee and Mr. Adams to restate and amend his July 1, 2019 Employment Agreement to provide additional compensation and modify its duration to end on March 3, 2021, and to renew his employment and Employment Agreement, effective March 4, 2021, to have a duration of six (6) years. For mutual consideration expressed herein, the parties agree as follows:

1. **EMPLOYMENT:** The Committee hereby agrees to continue to employ Mr. Adams as Superintendent of the Ashland Public Schools, and Mr. Adams accepts such employment on the terms and conditions contained in this AGREEMENT.

2. **DURATION:** The July 1, 2019 Employment Agreement is amended to expire on March 3, 2021. A new Employment Agreement is hereby formed to employ the Superintendent as the Superintendent of the Ashland Public Schools for a period of six (6) years, from March 4, 2021 through June 30, 2027. This AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 31, 2026, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2027. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 31, 2027. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire and the Superintendent's employment will end on June 30, 2027.

3. **COMPENSATION:**

3.1 **Salary:** The Superintendent's base salary beginning January 1, 2020 will be \$210,000.00.

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

Mr. Adams 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 Mr. Adams 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.

**Travel:**

The parties recognize that the Superintendent's faithful performance of his duties will require extensive use of an automobile. In lieu of the District providing the Superintendent with a Town-owned, registered, and insured vehicle, the District agrees to pay to the Superintendent a monthly allowance of \$700 for all expenses and costs, including parking and tolls, regarding use of a vehicle in his capacity as Superintendent. The Superintendent agrees he shall use his personal vehicle for the conduct of usual daily functions as Superintendent.

**4. WORK YEAR AND LEAVE BENEFITS:**

**4.1 Work Year:** The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent for the Ashland Public Schools.

**4.2 Vacation Leave:**

**A. Accrual.**

The Superintendent shall be entitled to twenty-five (25) vacation days per Fiscal Year earned at the rate of 2.083 days per month.

**B. Carry Over.**

A maximum of ten (10) vacation days may be carried over from Fiscal Year to Fiscal Year, unless the school committee chair agrees to allow for more days to be carried forward, so that at any one time the maximum number of vacation days which are available shall not exceed thirty-five (35), rate under this AGREEMENT, the Superintendent's Base Salary shall be divided by 261 days.

**4.3 Sick Leave:** The Superintendent shall be entitled to fifteen (15) sick days per Fiscal Year earned at the rate of one and a quarter (1.25) sick leave days per month commencing July 1, 2019. The Superintendent may use her/his accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over her/his unused accrued sick leave days into subsequent Fiscal 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 Superintendent shall receive the following paid holidays:

Labor Day  
Rosh Hashanah \*  
Yom Kippur \*  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Diwali\*  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Patriots' Day  
Memorial Day  
Juneteenth  
Fourth of July

\* - Holiday leave only when included as holiday(s) in the school calendar

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

**4.6 Bereavement Leave:** Up to five (5) consecutive calendar 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 calendar 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 Section A.2 above shall be available

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

## **5. REIMBURSEMENTS**

### **5.1 REIMBURSEMENTS FOR EXPENSES, DUES, AND REGISTRATION FEES:**

The Committee shall reimburse the Superintendent 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 Superintendent 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 Committee, as well as membership dues for organizations approved in advance by the Committee. The following dues, conferences and/or registration fees do not need School Committee prior approval.

- MASS annual membership fee and Executive Institute
- NEASS – New England Association of School Superintendents and Fall Conference
- Joint MASS and MASC Conference registration fee
- AASA – annual membership fee National Superintendent’s Association and National Convention

## **6. TECHNOLOGY PROVISION:**

The Employer agrees, barring any unforeseen budgetary restrictions, to provide Mr. Adams 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 Superintendent 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, and the Superintendent 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 Superintendent declines to obtain such health insurance, the Superintendent 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:** The Superintendent shall have charge of the administration of the Ashland Public Schools consistent with law and Committee policies and directives. He shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Ashland Public Schools consistent with law and Committee policy. He shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. He shall be responsible for the operation and

management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. He shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Ashland School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to his own employment and/or this AGREEMENT are under consideration. He shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committee, as they may be promulgated or modified from time to time.

**9. PERFORMANCE EVALUATION AND PERFORMANCE RECOGNITION PLAN:**

**9.1 Performance Evaluation:** The Committee shall devote at least a portion of one meeting before June 30<sup>th</sup> of each Fiscal Year to an evaluation of the Superintendent's performance and working relationship with the Committee. The Superintendent shall be evaluate based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagemetn, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that his evaluations will be conducted in an open session meeting of the Committee.

**10. LICENSE:** The Superintendent hereby represents to the Committee that he is currently licensed to serve as Superintendent 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 Superintendent shall maintain, throughout the term of this AGREEMENT, a valid and appropriate license qualifying him to serve as a Superintendent 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 Superintendent 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 Superintendent 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 Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, 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 Superintendent 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 10.1.

**11.2 Consulting/Teaching:** The Superintendent 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 her/his work as Superintendent for the Ashland Public Schools and provided that the Superintendent has obtained prior authorization from the Committee to engage in such consulting work and/or teaching and uses her/his vacation leave to cover her/his absences, if any, for such consulting and/or teaching work. The Committee shall not reimburse the Superintendent 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 Superintendent 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 Superintendent is acting within the scope of his 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 Superintendent.

**12.2** The Superintendent shall, within four (4) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

**12.3** This Section 11 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 Committee may suspend or terminate the Superintendent from his position as superintendent 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 Committee 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 suspension or termination for cause, the Committee shall provide the Superintendent 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 Superintendent has made a request in writing to the Chairperson of the Committee within ten (10) calendar days of receipt of such written notice, the Committee shall provide the Superintendent 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 Superintendent shall be entitled to have his legal counsel present to advise him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, 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 Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

**13.2 Early Termination Provision:**

Without limiting the provisions in Section 12.1 of this Agreement, the Committee may terminate this Employment AGREEMENT and the Superintendent's employment at any time by providing the Superintendent with at least one hundred twenty (120) calendar days written notice. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

**13.3 For Disability:**

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

**13.4 By the Superintendent:**

The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty calendar (120) days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use his accrued vacation days prior to his separation from

employment and/or the Committee may schedule the Superintendent 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 Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

15. **ENTIRE AGREEMENT:** This AGREEMENT contains the whole agreement between the Committee and the Superintendent and effective March 4, 2021, supersedes all prior agreements between the Ashland Public Schools and Mr. Adams. 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 4th day of March, 2021.

  
James Adams, Superintendent

ON BEHALF OF THE ASHLAND SCHOOL COMMITTEE

BY:

  
Laurie Tosti, Chairperson  
Ashland School Committee