

**ASHLAND PUBLIC SCHOOLS
ASHLAND, MASSACHUSETTS**

**CONTRACT BETWEEN THE ASHLAND PUBLIC SCHOOLS AND
CHRISTOPHER MATHIEU, DIRECTOR OF FINANCE AND OPERATIONS**

ARTICLE 1

TERMS AND DURATION OF EMPLOYMENT

The Ashland School District hereby offers Christopher Mathieu employment as Director of Finance & Operations of Ashland Public Schools and Christopher Mathieu hereby accepts employment as Director of Finance & Operations of Ashland Public Schools on the following terms and conditions. The employment contract is for the period July 1, 2020 through June 30, 2023.

ARTICLE 2

COMPENSATION

- 2.1 The base compensation for Christopher Mathieu's work year for the period July 1, 2020 through June 30, 2021 will be \$5,192.31, bi-weekly, which, if annualized, would equal \$135,000, subject to lawful withholdings and deductions.
- 2.2 Compensation for the Director of Finance and Operations work year for the period July 1, 2021 through June 30, 2023 shall be based on performance and achievement of the Director of Finance and Operations during the previous school year and will be at the discretion of the Superintendent of Schools. Such performance-based increase, if awarded, shall be determined no later than June 30 of each contract year. Under no circumstances shall the Director of Finance and Operations compensation be less than the rate paid in each prior year.

ARTICLE 3

WORK YEAR

3.1 Work Year: The work year for the Director of Finance and Operations is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Director of Finance and Operations shall devote his full time, skill, labor and attention to the discharge of his duties as Director of Finance and Operations for the Ashland Public Schools.

3.2 Vacation Leave:

A. Accrual.

On July 1, 2020, the Director of Finance and Operations will be granted five (5) vacation days and then will accrue days at the rate of 1.667 days per month

commencing, September 1, 2020 through June 30, 2021. Commencing July 1, 2021, the Director of Finance and Operations shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.083 days per month. The maximum accrual balance the Director of Finance and Operations may have at any one time is fifteen (15) days.

B. Carry Over.

A maximum of ten (10) vacation days may be carried over from Contract Year to Contract Year, unless the Superintendent agrees to allow for more days to be carried forward. Upon separation of employment, unused vacation time will be paid out at a rate determined by the Director of Finance and Operations' Base Salary divided by 261 days.

3.3 Sick Leave:

The Director of Finance and Operations shall be entitled to fifteen (15) sick days per Contract earned at the rate of one and a quarter (1.25) sick leave days per month commencing July 1, 2020. The Director of Finance and Operations may use her/his accrued sick leave to cover absences for personal/family illness or injury. The Director of Finance and Operations 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.

3.4 Holidays: The Director of Finance and Operations 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 non-school day(s) in the school calendar

3.5 Personal Leave:

The Superintendent may grant the Director of Finance and Operations 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 Director of Finance and Operations' work day or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year.

3.6 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 Superintendent

ARTICLE 3
AUTHORITY AND DUTIES OF DIRECTOR OF FINANCE AND OPERATIONS

Mr. Mathieu shall be the Director of Finance and Operations of Ashland Public Schools and shall supervise the business operations and fiscal and personnel management of School District, including but not limited to the Food and Nutrition Operations, Bus Transportation Operations, Technology, Facilities, and Community Education in conformance with the policies of the Ashland School Committee and subject to the supervision and direction of the Superintendent of Schools. As Director of Finance and Operations of Ashland Public Schools, Mr. Mathieu shall have all authority granted to the Director of Finance and Operations by the Massachusetts General Laws and/or by the Charter and by-laws of the Town of Ashland and/or by the Superintendent of Schools acting in his lawful capacity.

Mr. Mathieu 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 of Director of Finance and Operations including without limitation:

(See Attached Job Description – Appendix A)

He shall perform such other duties as have been habitually performed by the Director of Finance and Operations 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 Finance and Operations and the Massachusetts General Laws.

It is agreed that the Director of Finance and Operations 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 Finance and Operations' position and do not prevent the employee from performing those functions which are expressly provided for in the job description.

ARTICLE 4
LICENSE

The Director of Finance and Operations shall meet all requirements for application for his Massachusetts School Business Administrator License by October 15, 2020 and submit certification by November 1, 2020, and maintain said license thereafter throughout the term of this contract as required by Mass. Gen. L. Ch. 71, s. 38G, and/or by such other applicable statute or regulation. The Director of Finance and Operations agrees to notify the Superintendent within 24 hours of his license being revoked, rescinded suspended, or lapsed.

ARTICLE 5
DIRECTOR OF FINANCE AND OPERATIONS EVALUATION

- 5.1 All monitoring, observation, or data collection of the work performance of Mr. Mathieu including the use of feedback data from faculty, parents, or students will be conducted openly and with full knowledge of Mr. Mathieu.
- 5.2 The Superintendent of Schools or designee shall evaluate the performance of Mr. Mathieu annually based upon (1) the duties and responsibilities contained in the DIRECTOR OF FINANCE AND OPERATIONS' Job Description (Appendix A - attached); (2) as presented and called for under M.G.L. Chapter 71 as amended by the Education Reform Act of 1993 and updated in 2019 (Appendix B - attached) (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 as set by the Superintendent in consultation with the DIRECTOR OF FINANCE AND OPERATIONS on or about October 15th of each contract year.
- 5.3 Mr. Mathieu will have the right, upon request, to review the contents of his personnel file. No material derogatory to Mr. Mathieu's conduct, service, character or personality will be placed in her personnel file unless Mr. Mathieu has had an opportunity to review the material. Mr. Mathieu will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Mr. Mathieu will also have the right to submit a written response to such material and his response shall be reviewed by the Superintendent and included in his file.
- 5.4 Any complaints regarding Mr. Mathieu made to the central office administration by any parent, student or other person, after being investigated and upon which disciplinary action will be taken, will be promptly called to the Director of Finance and Operations' attention.
- 5.5 If Mr. Mathieu feels that he has received an unfair evaluation report, he shall have the right to review it with the Superintendent and to file a written response in his personnel file.
- 5.6 In the event that Mr. Mathieu desires to terminate the contract before the term of service shall have expired, he may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools.
- 5.7 The Superintendent may dismiss, demote, or suspend Mr. Mathieu for "good cause" and in accordance with the procedures contained in M.G.L., Chapter 71, as most recently amended by c.71 of the Acts of 1993 or other, later amendments. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

5.8 If the School Committee intends to not renew this contract on its expiration date, it shall notify Mr. Mathieu of such intention in writing by December 31, 2022. Failure to provide such non-renewal notice to Mr. Mathieu shall result in an automatic extension of this contract for an additional year.

ARTICLE 6
MILEAGE REIMBURSEMENT

Mr. Mathieu will receive mileage compensation of \$1,200 per year which includes all in-district and in-state travel.

ARTICLE 7
EXTENDED LEAVES OF ABSENCE

- 7.1 Military leave will be granted to Mr. Mathieu in accordance with state and/or federal law.
- 7.2 Parental and/or Family Leave shall be allowed in conformance with the laws of the United States and of the Commonwealth of Massachusetts.
- 7.3 A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of Mr. Mathieu's immediate family or if a personal illness extends beyond the period compensated. The Superintendent may request medical proof that the family member or Mr. Mathieu is seriously ill.
- 7.4 All requests for extended leave of absence will be filed in writing and responded to in writing by the Superintendent.

ARTICLE 8
PROTECTION

- 8.1 The School District shall defend, save harmless and indemnify Mr. Mathieu acting herein as DIRECTOR OF FINANCE AND OPERATIONS against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omissions occurring in the performance of his duties as DIRECTOR OF FINANCE AND OPERATIONS, even if said claim has been made following his termination from employment, provided that he, in his capacity as DIRECTOR OF FINANCE AND OPERATIONS, acted within the scope of his duties. The School District shall pay the amount of any settlement or judgment rendered thereon, The School District may compromise and settle any such claim or suit and will pay the amount of any settlement of judgment rendered thereon without recourse to his acting as DIRECTOR OF FINANCE AND OPERATIONS.

**ARTICLE 9
PERSONAL INJURY BENEFITS**

Whenever Mr. Mathieu is absent as a result of personal injury that occurred at school or during a school sponsored activity, not caused by his own negligence, he will be paid his full salary up to the number of days of accumulated sick leave (less the amount of any Workers' Compensation benefits due to such injury). Mr. Mathieu shall supply appropriate medical evidence to the School District that he is disabled to the extent that he is unable to report for work.

**ARTICLE 10
INSURANCE AND ANNUITY PLAN**

- 10.1 Mr. Mathieu shall be entitled to all insurance benefits as provided by the Town of Ashland in accordance with M.G.L. Chapter 32B.
- 10.2 Mr. Mathieu shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

**ARTICLE 11
PROFESSIONAL IMPROVEMENT - REIMBURSEMENTS**

11.1 Tuition Reimbursement

The School District shall reimburse Mr. Mathieu up to \$800 for tuition expenses for one (1) graduate course per contract year. Such course must be pre-approved in writing by the Superintendent of Schools. Such course should be related to the Director of Finance and Operations' improvement as a professional. Reimbursement will be paid not later than October 1 of the following school year, upon presentation of satisfactory evidence to the Superintendent of a grade of B- or better in courses taken, together with a copy of the tuition and fees payment made by the Director of Finance and Operations.

11.2 Reimbursement for Expenses

The District agrees, barring any unforeseen budgetary restrictions, to pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Mr. Mathieu to attend workshops, seminars, conferences, or other professional improvement conferences or meetings at the request of and/or with the advance approval of the Superintendent of Schools.

11.3 Local/State/National Conferences

The District will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Mr. Mathieu to attend conferences related to his work as Director of Finance and Operations. Such attendance must have the advance

approval of the Superintendent of Schools and may be subject to budgetary constraints. However, such approval shall not be unreasonably withheld.

11.4 Professional Dues

The cost of professional dues up to \$800.00 per year will be paid by the School District if Mr. Mathieu elects membership in a state or national professional educational association as defined by the Superintendent.

11.5 Technology Provision

The Employer agrees, barring any unforeseen budgetary restrictions, to provide Mr. Mathieu 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.

ARTICLE 12 ENTIRE AGREEMENT

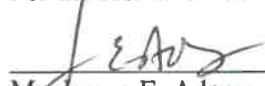
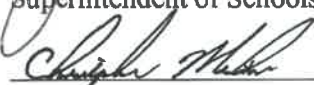
This contract embodies the whole agreement between the Ashland School District and Mr. Mathieu and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This contract may not be changed except by mutual agreement of the parties and such change or amendment shall be reduced to writing, signed by both parties, and made a part of this agreement.

ARTICLE 13 SEVERABILITY CLAUSE

It is understood and agreed by the parties that if any part, term, or provision of this contract 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 not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the Ashland School District has caused this Agreement to be signed in its name and behalf by its Superintendent of Schools hereto duly authorized; and the **DIRECTOR OF FINANCE AND OPERATIONS**, Christopher Mathieu has signed her name on her behalf.

For the Ashland Public Schools:

 _____ Mr. James E. Adams Superintendent of Schools	<u>3-2-20</u> _____ Date
 _____ Mr. Christopher Mathieu Director of Finance and Operations	<u>3-2-20</u> _____ Date