

EMPLOYMENT AGREEMENT
BY AND BETWEEN
DARCIE AUNGST
AND THE
NEW BEDFORD SCHOOL COMMITTEE
July 1, 2026 – June 30, 2031

This Employment Agreement (hereinafter referred to as “this AGREEMENT”) is made between the New Bedford School Committee (hereinafter referred to as “the Committee”) and Darcie Aungst (hereinafter referred to as “the Deputy Superintendent” or “Ms. Aungst”). This AGREEMENT will be effective as of July 1, 2026 and shall supersede all prior agreements between the Committee and Ms. Aungst. For mutual consideration expressed herein, the parties agree as follows:

1. **EMPLOYMENT:** The Committee hereby agrees to employ Ms. Aungst as Deputy Superintendent of the New Bedford Public Schools, and Ms. Aungst accepts such employment on the terms and conditions contained in this AGREEMENT.
2. **DURATION:** Ms. Aungst shall be employed as the Deputy Superintendent of the New Bedford Public Schools from July 1, 2026 through June 30, 2031, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2025, the Superintendent or the Committee shall notify the Deputy Superintendent in writing as to whether or not it or he desires to continue the Deputy Superintendent’s employment beyond June 30, 2031. Should the Committee and the Superintendent mutually desire to continue the Deputy Superintendent’s employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2031. If the Parties are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire and the Deputy Superintendent’s employment will end on June 30, 2031.

3. **COMPENSATION:** The Deputy Superintendent will be paid in accordance with the following schedule:

<u>Contract Period</u>	<u>Salary</u>
July 1, 2026-June 30, 2027	\$198,000
July 1, 2027-June 30, 2028	\$202,230
July 1, 2028-June 30, 2029	\$206,460.
July 1, 2029-June 30, 2030	\$210,690
July 1, 2030-June 30, 2031	\$214,920

The Deputy Superintendent’s Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Deputy Superintendent. The Deputy Superintendent’s Salary shall be earned ratably in each of the Contract Periods (July 1, 2026-June 30, 2027; July 1, 2027- June 30, 2028; July 1, 2028-June 30, 2029; July 1, 2029-June 30, 2030 and July 1, 2030-June 30, 2031) and shall be prorated for work of less than a full Contract Period. The Deputy Superintendent’s Salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the New Bedford Public Schools.

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

4.1 Work Year: The work year for the Deputy Superintendent is twelve months commencing July 1st of each Fiscal Year and ending the following June 30th. The Deputy Superintendent shall devote the Superintendent's full time, skill, labor and attention to the discharge of the duties as Deputy Superintendent for the New Bedford Public Schools.

4.2 Vacation Leave: The Deputy Superintendent shall be entitled to twenty-five (25) vacation days per Fiscal Year earned at the rate of 2.08 days per month. The Deputy Superintendent may borrow against future accrual during the same Fiscal Year. The Deputy Superintendent is expected to use her vacation days within the Fiscal Year that they are accrued; vacation days shall not carry over into a subsequent Fiscal Year(s). The Deputy Superintendent will notify the superintendent of Schools in writing (or by email) in advance of the Deputy Superintendent's intent to use vacation days. The Deputy Superintendent ordinarily should request to take vacation days when school is not in session, but may request vacation days at other times. The Deputy Superintendent shall not request vacation for five (5) days following the conclusion of the school year or after the 2nd week in August until the 3rd week in September. The decision to permit the Deputy Superintendent to take vacation shall be made by the Superintendent in his sole discretion and based on his assessment of school needs. For the purposes of determining the Deputy Superintendent's per diem rate under this AGREEMENT, the Deputy Superintendent's fiscal year Salary shall be divided by 260 days.

4.3 Sick Leave: The Deputy Superintendent shall be entitled to fifteen (15) sick leave days with pay per Fiscal Year earned ratably through the Fiscal Year at the rate of 1.25 days per month to cover her absences for disability through illness or injury. Prior accrued carry over sick leave days shall be retained but prospective sick leave days shall not carry over into a subsequent Fiscal Year during the term of this Agreement. A medical certificate signed by a licensed physician may be required for all absences exceeding five (5) consecutive days or at the request of the Superintendent.

4.4 Holidays: The Deputy Superintendent shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Patriots' Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

4.5 Personal Leave: The Superintendent may grant the Deputy 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 Deputy Superintendent's work day or for emergencies. Unused personal leave days shall not carry over into a subsequent Fiscal Year. Written notice of intention to take personal leave shall be filed with the Superintendent at least one (1) week in advance with the reason for taking such leave. Exceptions to the one (1) week application requirement may be made by the Superintendent where the one (1) week advance notice would be either a hardship or an impossibility.

4.6 Bereavement Leave: The Deputy Superintendent may take up to five (5) work days commencing with the day after death as bereavement leave with pay to make funeral arrangements and/or to attend the funeral/memorial service for the immediate family member of

the Deputy Superintendent. "Immediate family member" is defined as the Deputy Superintendent's spouse, child, parent, sibling, or relative who resides in the same household or other person residing in the same household for the previous twelve (12) months. In the event of the death of the Deputy Superintendent's parent-in-law, sibling-in-law, grandparent, or grandchild, the Deputy Superintendent may take up to three (3) work days as bereavement leave commencing with the day after death. The Superintendent may grant the Deputy Superintendent a leave of absence for one (1) day or more commencing with the day after death in the event of the death of a relative of the Deputy Superintendent not listed above. Given that the Deputy Superintendent may need to travel extensive distance for an immediate family member's funeral or memorial service, the Superintendent may allow additional bereavement time as needed.

5. MILEAGE ALLOWANCE PROFESSIONAL GROWTH:

5.1 Mileage Allowance: The NBPS shall provide the Deputy Superintendent with a mileage allowance of fifteen hundred dollars (\$1,500) per Fiscal Year, payable in two equal installments of \$750 in July and January of the Fiscal Year. Such mileage allowance is lieu of reimbursement for all mileage expenses.

5.2 Professional Growth: The Superintendent, in his sole discretion, may grant the Deputy Superintendent professional day leave for the purpose of attending educational conventions, professional meetings, training institutes and other activities which have a demonstrable relationship to the improvement of professional skills, subject to budget limitations. Such approved professional leave shall be at the expense of the NBPS subject to the submission of detailed expense vouchers to the Superintendent or his designee and subject to any limitation established by the Superintendent or School Committee policy. The Deputy Superintendent is encouraged to subscribe for membership within Education Leadership/Special Education organizations subject to prior approval of the Superintendent.

6. INSURANCE BENEFITS: The Deputy Superintendent shall be entitled to all insurance benefits including but not limited to life insurance and health insurance provided to other professional employees of the New Bedford Public School District, subject to the terms and conditions of said coverage. The Deputy Superintendent recognizes that the New Bedford School Committee and the City of New Bedford may change such terms and conditions and such insurance from time to time.

7. DUTIES: The Deputy Superintendent shall be the District resource for District and building based leaders in regards to all things related to Instruction, Curriculum, Student Achievement/Programming functions subject to the supervision and direction of the Superintendent. The Deputy Superintendent shall perform all duties and responsibilities of her position consistent with the School Committee policies and budgetary restrictions and all applicable provisions of state and federal laws and regulations, and the directives of the Superintendent. The Deputy Superintendent shall devote her full time and attention to and faithfully and effectively perform all of the duties of Deputy Superintendent. The Superintendent may modify the job description/duties of Deputy Superintendent from time to time, at the Superintendent's sole discretion. The Deputy Superintendent recognizes that the responsibilities of the position are not determined by prescribed hours and conditions and will perform the directed and implied duties of the position of Deputy Superintendent as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the New Bedford Public Schools.

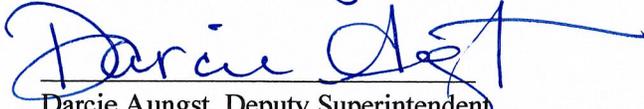
8. PERFORMANCE EVALUATION: The Superintendent or his designee shall evaluate the Deputy Superintendent's performance during the Fiscal Year in accordance with the provisions and requirements in Massachusetts General Laws chapter 71 and applicable regulations.
9. LICENSE/CERTIFICATE: The Deputy Superintendent hereby represents to the NBPS that she is currently licensed/certified to serve as a Deputy 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 Deputy Superintendent shall maintain, throughout the term of this AGREEMENT, a valid and appropriate license/certificate qualifying her to serve as a Deputy Superintendent of Schools in a public school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, and as such may be amended from time to time. The Deputy Superintendent agrees to notify the Superintendent within 24 hours of her license/certificate being revoked, rescinded, suspended, or lapsed.
10. INDEMNIFICATION: The Deputy Superintendent will be covered by the indemnification provisions of Chapter 258 of the Massachusetts General Laws. The Deputy Superintendent 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.
11. EARLY TERMINATION OF EMPLOYMENT AGREEMENT:
 - 11.1 Early Termination by the Deputy Superintendent: In the event that the Deputy Superintendent desires to terminate this AGREEMENT and her employment with the NBPS before the term of this AGREEMENT shall have expired, the Deputy Superintendent may do so by providing written notice to the Superintendent at least seventy-five (75) work days' prior to her final day of employment with the NBPS. The Deputy Superintendent may request to use any unused, accrued vacation days prior to separation from employment and/or the Superintendent, in his discretion, may schedule the Deputy Superintendent for vacation days prior to her final day of employment. If the Deputy Superintendent's employment terminates prior to the expiration of the term of this AGREEMENT, all remuneration, including but not limited to all salary/compensation and benefits provided by this AGREEMENT, shall cease as of the effective date of such termination.
 - 11.2 Early Termination By the Superintendent with Good Cause: During the term of this AGREEMENT, the Superintendent may suspend the Deputy Superintendent from her position as Deputy Superintendent and/or may terminate her employment and this AGREEMENT for insubordination, incompetency, inefficiency, conduct unbecoming an employee, neglect of duty, or other good cause. "Good 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 sound operation of the school or school system or the task of building and maintaining an efficient school system. If the Superintendent intends to dismiss the Deputy Superintendent prior to the expiration of the term of this AGREEMENT, the Superintendent shall provide the Deputy Superintendent with written notice stating his intent to dismiss the Deputy Superintendent with an explanation of the ground(s) for such dismissal. If the Deputy Superintendent so requests, the Deputy Superintendent shall be given a reasonable opportunity within fifteen (15) calendar days after receiving such notice to review the decision with the Superintendent, and the

Deputy Superintendent may be represented by legal counsel at the Deputy Superintendent's own expense at such a meeting. At such a meeting, the Deputy Superintendent shall have the right to present information pertaining to the basis for the decision and to the Deputy Superintendent's status. There shall be no right to present witnesses and no right to confront or cross-examine witnesses. The decision of the Superintendent after such meeting, if any, shall be final subject to such judicial review as may be applicable. The Deputy Superintendent may request to use any unused, accrued vacation days prior to her final day of employment and/or the Superintendent, in his discretion, may schedule the Deputy Superintendent for vacation days prior to the final day of employment. If the Deputy Superintendent's employment terminates prior to the expiration of the term of this AGREEMENT, all remuneration, including but not limited to all salary/compensation and benefits provided by this AGREEMENT, shall cease as of the effective date of such termination. If the Deputy Superintendent is suspended, the Deputy Superintendent shall not be entitled to receive and shall not receive any salary/compensation for the period of such suspension.

- 11.3 **Reduction in Force:** The Superintendent may layoff or demote the Deputy Superintendent in the event of a reorganization, reduction in force, or lack of funds. In the event that the Deputy Superintendent is laid off, this AGREEMENT shall terminate and the NBPS shall not be required to pay, and the Deputy Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Deputy Superintendent's layoff. In the event that the Deputy Superintendent is demoted, this AGREEMENT shall terminate and the NBPS shall not be required to pay, and the Deputy Superintendent shall not be entitled to receive salary payments and benefits pursuant to this AGREEMENT after the effective date of the Deputy Superintendent's demotion, and the demoted Deputy Superintendent shall receive the compensation and benefits for the position to which the Deputy Superintendent has been demoted.
12. **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 Deputy Superintendent or sent by certified mail to the Deputy Superintendent's residence in the case of the Deputy Superintendent, or sent by certified mail to its central office in the case of the New Bedford Public Schools with a copy sent by email to the Superintendent at the Superintendent's NBPS email address.
13. **ENTIRE AGREEMENT:** This AGREEMENT contains the whole agreement between the Parties. 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.
14. **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.
15. **GOVERNING LAW:** This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.
16. **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.

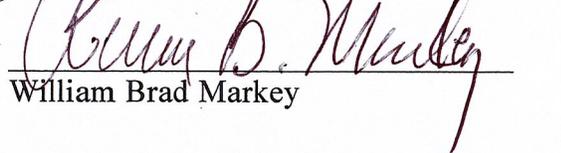
IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 20th day of February, 2026.


Darcie Aungst, Deputy Superintendent

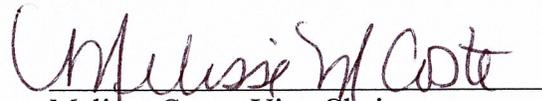
ON BEHALF OF THE NEW BEDFORD SCHOOL COMMITTEE BY:


Mayor Jonathan F. Mitchell, Chairperson

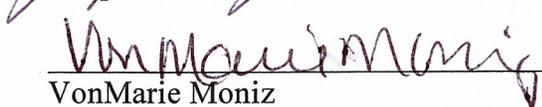

Christopher Cotter


William Brad Markey

Richard Porter


Melissa Costa, Vice Chairperson


Joaquin "Jack" Livramento


VonMarie Moniz

ON BEHALF OF THE NEW BEDFORD PUBLIC SCHOOLS BY:


Andrew O'Leary, Superintendent