

NASHOBA VALLEY TECHNICAL HIGH SCHOOL

Employment Contract for Superintendent of Schools
July 1, 2020 to June 30, 2026

THIS AGREEMENT is made by and between the Nashoba Valley Technical High School School Committee (hereinafter referred to as the "Committee") and [REDACTED]. In consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1.0 EMPLOYMENT. The Committee continues to employ [REDACTED] as Superintendent of Schools for Nashoba Valley Technical High School, located in Westford, Massachusetts, (NVTHS), a position she has held since February 29, 2016, and [REDACTED] (hereinafter referred to as the "Superintendent") hereby continues to accept such employment with the terms and conditions set forth below to be effective July 1, 2018.

2.0 TERM of AGREEMENT. The Superintendent shall continue her employment through June 30, 2026.

July 1, 2020 – June 30, 2021

July 1, 2021 – June 30, 2022

July 1, 2022 – June 30, 2023

July 1, 2023 – June 30, 2024

July 1, 2024 – June 30, 2025

July 1, 2025 – June 30, 2026

3.0 AUTOMATIC EXTENSION. This agreement shall be extended for successive periods of one year each July 1 (thus continuing the Superintendent's employment for six years beyond each July 1) unless (1) the Committee notifies the Superintendent by January 1 of its intent not to grant the extension or (2) the Superintendent notifies the Committee by July 1 of her intent not to accept such extension. Notice of the Committee's intent not to grant the extension (and to thus terminate the contract upon its expiration), shall be delivered in hand to the Superintendent or by certified mail, return receipt requested, to the Superintendent at his/her address of record. Notice by the Superintendent shall be delivered to the Committee chairperson in hand or by certified mail, return receipt requested, to the chairperson at Nashoba Valley Technical School District, 100 Littleton Road, Westford, MA 01886.

4.0 COMPENSATION. The Superintendent shall be paid an annual salary at the rate of \$182,458 for the period of July 1, 2020 through June 30, 2021. For each subsequent year of the contract and any extension of this Contract as provided in Paragraph 2.1, the Committee shall meet and confer with the Superintendent prior to June 15 of the applicable year to discuss her salary for the subsequent contract year.

5.0 DUTIES and RESPONSIBILITIES. The Superintendent shall faithfully perform the duties as are derived from all applicable federal, state, local laws and by-laws and from the job description, policies, and regulations of the Massachusetts Department of Elementary and Secondary Education, Board of Education and the Committee. The Superintendent may accept

speaking, writing, lecturing or other engagements of a professional nature of a short-term duration, so long as they do not derogate from her duties as Superintendent. The Superintendent is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the Massachusetts State Ethics Statute. The Superintendent's absence from the district on a regular work day for the purpose of pursuing her personal professional interests, rather than the interests of the district, requires the approval of the Chairperson of the Committee.

6.0 WORK YEAR. The work year shall be on the basis of a twelve (12) month, fiscal year. The Superintendent shall devote whatever time including evenings and/or weekends as may be required to perform the duties of Superintendent of Schools.

7.0 LICENSES. The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate license for the position of Superintendent of Schools in the Commonwealth as required by Massachusetts General Laws Chapter 71 and Chapter 74, Section 38G.

8.0 ADMINISTRATION and SUPERVISION of SCHOOL DISTRICT.

8.1 The Superintendent shall function as the chief executive officer of the school district and shall have complete freedom, subject to law and any legally binding contracts and policies of the Committee, to organize, reorganize and arrange the administrative and supervisory staff in such way as in the Superintendent's judgment best serves the school district. The administration of instruction and all business affairs shall include the responsibility for selection, placement and transfer of personnel, which shall be vested in the Superintendent and her staff, unless otherwise provided by law.

8.2 The Committee, individually and collectively, shall refer criticisms, complaints and suggestions brought to its attention to the Superintendent for study and recommendation, as appropriate to the circumstances.

9.0 REIMBURSEMENT FOR EXPENSES/EQUIPMENT.

9.1 Expenses - Upon the approval of the Chairperson, the Committee agrees to reimburse the Superintendent for reasonable expenses incurred and paid by her in the execution of her job as Superintendent.

9.2 Professional Memberships - The Committee shall pay the Superintendent's dues for membership in the Massachusetts Association of School Committees (MASC), the American Association of School Administrators (AASA), Massachusetts Association of Vocational Administrators (MAVA), Massachusetts Association of School Superintendents (MASS) and any other professional association that the parties mutually agree on.

9.3 Cell Phone - The Committee shall provide the Superintendent a cell phone/PDA for the purpose of conducting school business and the occasional, incidental personal business. At the conclusion of her term as Superintendent, this equipment shall remain the property of the NVTHS.

9.4 Office Technology - The Superintendent's office will be equipped with up-to-date computer hardware and software to enable her to fulfill her responsibilities as Superintendent. This equipment shall include a laptop, which the Superintendent is free to use outside of her office, including at her home. At the conclusion of her term as Superintendent, this office equipment, including the laptop, shall remain the property of the Nashoba Valley Technical High School.

9.5 Tuition Reimbursement – The Superintendent shall be reimbursed up to \$1,600 per work year (prorated for partial year) for tuition for graduate courses she has completed at an accredited college or university, so long as such courses are relevant to enhancing the knowledge and skills necessary to her role as Superintendent.

9.6 Mileage – The Superintendent will be reimbursed for mileage at a rate determined by the Committee and in line with IRS guidelines for travel between the Superintendent's office and other work-related locations.

10.0 STATE RETIREMENT SYSTEM. The Superintendent shall be a member of the Teachers' Retirement Association as required by the General Laws of the Massachusetts, General Laws, Chapter 32, Section 2.

11.0 PERIODIC EXAMINATION. Whenever the Committee deems appropriate, the Committee may require the Superintendent to undergo a medical and/or psychological examination to be conducted by a medical doctor (M.D.) of the Committee's own choosing to determine the Superintendent's ability to perform the essential functions of her position, provided the Committee pays for the cost of said examination to the extent it is not covered by a health insurance program offered by the Nashoba Valley Technical High School. The Superintendent's failure to cooperate in any such examination shall be "good cause" for dismissal.

12.0 INSURANCE BENEFITS. The Superintendent shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers and other administrators, such benefits not to be reduced unless expressly provided for in this Contract or agreed upon in the future.

13.0 ANNUAL VACATION AND HOLIDAYS.

13.1 The Superintendent shall be entitled to twenty (20) working days of vacation per full contract year, accrued at 1.667 days each month. A maximum of twenty (20) vacation days may be carried over into the following contract year; any additional unused vacation days shall be deemed waived unless additional carryover is approved beforehand by the Committee chairperson. In addition to said vacation days, the Superintendent shall be entitled to leave with pay on each holiday recognized by the Commonwealth of Massachusetts or the Committee. The Superintendent's use of vacation time is subject to the Committee Chairperson's approval, which shall not be unreasonably withheld.

13.2 Upon termination of employment, retirement, or death, all unused vacation leave (subject to maximum of twenty (20) days carry over permitted by Article 13.1) will be paid based on [1/225] of the Superintendent's salary as of the last year of employment.

14.0 LEAVES.

14.1 Sick Leave – The Superintendent shall be entitled to eighteen (18) days of sick leave during each work year (prorated for any partial year), accrued at 1.5 days per month . Sick leave shall be accumulated up to a maximum of two hundred and thirty (230) days. Any sick leave that the Superintendent previously accumulated under prior contracts of employment with the Committee shall be carried over and considered part of such two-hundred and thirty (230) day maximum. In addition to personal injury or illness, the Superintendent may use a maximum of five (5) days of her accrued paid sick leave each year for illness in her immediate family (spouse, child, parent, or relative living within her household).

14.2 Upon termination of employment, retirement, or death, all unused sick leave (subject to maximum of 200 days carry over permitted by Article 13.1) will be paid based on the following schedule

For the first 50 days - \$ 30.00 per day
For the second 50 days - \$50.00 per day
For the third 50 days - \$80.00 per day
For the last 50 days - \$100.00 per day

14.3 Bereavement Leave – In case of death of any member of a Superintendent’s family (grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding three (3) work days. In case of death of a Superintendent’s spouse, parent, child, or person living in the Superintendent’s household, no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding five (5) work days. In case of death of a Superintendent’s nephew, niece, or other relative not mentioned elsewhere in this Section, one (1) day’s leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

14.4 Personal Leave – The Superintendent shall be granted up to two days of personal leave per contract year, to be used only for personal business that cannot be conducted other than on a regular workday.

15.0 EVALUATION. The School Committee will evaluate the performance of the Superintendent on an annual basis and in accordance with 603 CMR 35.00, using the 5- step evaluation cycle as outlined in the Massachusetts Model System for Educator Evaluation.

16.0 PERFORMANCE. The Superintendent shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent and must be so noted in writing.

17.0 INDEMNIFICATION. The School Committee shall indemnify the Superintendent as required by law. In addition, the Committee, at its discretion, may further indemnify the Superintendent as permitted by law.

18.0 TERMINATION.

In the event this Contract is terminated, any and all financial and other obligations of either party under this Contract shall cease. This Contract shall be terminated as follows:

18.1 Mutual Agreement – This Contract may be terminated at any time by mutual agreement of the parties.

18.2 Resignation – In the event that the Superintendent desires to terminate this Contract before the term of service shall have expired, the Superintendent may do so by giving at least 120 days written notice of such intention to the School Committee, with a time for such termination to be jointly established between the Superintendent and the School Committee.

18.3 Dismissal for Cause – Following written notice and an opportunity to meet with the Committee, the Committee may suspend or discharge the Superintendent for “good cause.” “Good cause” shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. If the Superintendent chooses to be accompanied by legal counsel in the meeting with the Committee, she shall bear any costs therein involved.

18.4 Death or Disability – This Contract shall be automatically terminated by the death of the Superintendent. In the event of disability by illness or incapacity, the Committee may terminate this Contract by written notice to the Superintendent at any time after the Superintendent (a) has exhausted any accumulated sick leave and such other leave as may be available, and (b) has been absent from her employment, for whatever cause, for 180 days within any 12 month period or for 90 consecutive days. If a question arises concerning the capacity of the Superintendent to return to her duties, the Committee may exercise its option under Section 11 to require the Superintendent to submit to a medical examination.

19.0 ENTIRE AGREEMENT. This Contract embodies the whole agreement between the Committee and the Superintendent and supersedes all prior agreements between the parties. There are no other 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 thereof is sought.

20.0 WAIVER. The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties unless said waiver is in writing and signed by both parties.

21.0 INVALIDITY. If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

22.0 CONSTRUCTION OF AGREEMENT. This Agreement shall be executed in triplicate, each of which shall constitute an original and shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.

23.0 TERMINATION OF PRIOR CONTRACT AS SUPERINTENDENT. By mutual agreement, [REDACTED] s prior employment contract as Superintendent of the Nashoba Valley Technical High School District, signed by the parties on August 13, 2019, shall be terminated and superseded by the contract set forth herein.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this 10 day of November, 2020.

**For the NASHOBA VALLEY TECHNICAL
HIGH SCHOOL SCHOOL COMMITTEE**

Assented to by:

[REDACTED]
Chairperson of the Committee

[REDACTED]