

**Essex North Shore Agricultural and Technical School District
Superintendent-Director Employment Contract**

July 1, 2020, through June 30, 2024

AGREEMENT by and between the Essex North Shore Agricultural and Technical School District Committee, hereinafter referred to as the "Committee," and the "Superintendent-Director" (hereinafter the Superintendent-Director and the Committee shall be referred to collectively as the "Parties"). This agreement shall supersede all prior Employment Contracts between the Parties.

1. Appointment

The Committee, pursuant to M.G.L. c. 71, §§ 37, 41 and 59, hereby employs Superintendent-Director, subject to the terms and conditions set forth in this Employment Contract. The Superintendent-Director hereby accepts the Committee's offer of employment on the terms and conditions set forth herein.

2. Term

This term of this Employment Contract shall be four (4) years, commencing on July 1, 2020, and terminating on June 30, 2024, unless otherwise agreed upon in writing by the Parties hereto, or unless terminated as provided below. This agreement specifically excludes any automatic rollover provision.

3. Compensation

The Superintendent-Director shall be an annual salary in accordance with the following schedule:

Contract Year 1 (effective July 1, 2020):

Contract Year 2 (effective July 1, 2021): To be determined

Contract Year 3 (effective July 1, 2022): To be determined

Contract Year 4 (effective July 1, 2023): To be determined

Salary adjustments set forth above shall be subject to the Superintendent-Director receiving an overall evaluation rating of proficient or better. On or about March 1, 2021, the Parties shall engage in good faith efforts to agree on a salary and benefits for Contract Year 2 (commencing on

July 1, 2021, and ending on June 30, 2022). In determining total compensation, the Committee will consider, among other relevant data, its evaluation of the Superintendent-Director's performance, a process consistent with applicable law and regulations and mutually agreed upon in accordance with Section 6 (Performance Evaluation) of this Employment Contract.

4. Duties and Responsibilities

The Superintendent-Director shall diligently, faithfully, and completely perform the duties and responsibilities of Superintendent-Director. The Superintendent-Director shall be responsible to direct, organize, and manage the school district in conformity with the requirements of M.G.L. c. 71, § 59 and all other applicable federal and state statutes and regulations pertaining to public education, and in conformity with the rules and policy determinations of the Committee. The Superintendent-Director shall also fulfill all of the terms and conditions set forth in this Employment Contract.

Except as otherwise required by her duties, the Superintendent-Director shall attend all Committee meetings and shall provide the Committee with administrative recommendations concerning each item of business. Furthermore, the Superintendent-Director shall serve and faithfully perform the duties of the position set forth in the job description for the Superintendent-Director of the Essex North Shore Agricultural and Technical School District.

Nothing in this Employment Contract shall in any way be construed as a grant of tenure or professional status to the Superintendent-Director.

The Superintendent-Director agrees that in the event that she terminates her employment with the Committee, she expressly agrees that she will not issue any new employment contracts and/or extend any employment contracts within 90 days prior to the severance of her employment without the advance approval of the Committee.

5. Professional License

The Superintendent-Director shall furnish to the Committee and maintain throughout the term of this contract, a valid and appropriate license qualifying her to act as Superintendent-Director in the Commonwealth of Massachusetts, as required by M.G.L. c. 71, § 38G and all other applicable state

and federal laws and regulations. The Superintendent-Director shall pursue all appropriate professional development activities necessary for the fulfillment of her professional development plan and maintenance of her license.

6. Performance Evaluation

In order to determine future salary and to give timely and useful feedback to the Superintendent-Director for the purposes of professional development, the Parties shall complete an evaluation on or before June 1 of each contract year. In conjunction with the evaluation process, the Committee will support professional development activities for the Superintendent-Director that will be mutually agreed upon by the Parties.

The Parties shall use, as a guideline, the most current Standards, Rubrics, Processes, and Forms adopted by the Massachusetts Department of Elementary and Secondary Education to complete the annual evaluation of the Superintendent-Director.

The Committee agrees to refer criticisms, complaints, and suggestions made known to the Committee to the Superintendent in writing for study, disposition, or recommendation as appropriate.

7. Professional Activities

The Superintendent-Director may undertake consultative work, speaking engagements, writing, lecturing, college-level teaching, or other professional duties and obligations, provided such activities do not derogate from her duties as Superintendent-Director. Should these activities extend beyond ten (10) days in any year, the Superintendent-Director shall timely notify the Committee.

8. State Retirement System

The Superintendent-Director shall be a member of the Massachusetts Teachers Retirement System (MTRS) as described in M.G.L. c. 32, § 2.

9. Termination

The Superintendent-Director shall give the Committee one hundred twenty (120) days written notice of her intention to resign. The Superintendent-Director shall not be entitled to receive any compensation or benefits under this Employment Contract on or after the effective date of her resignation, except for those benefits described in Section 12 (Indemnification) of this contract.

The Committee may suspend the Superintendent-Director from her position without pay and/or may discharge the Superintendent-Director and terminate this Employment Contract for good cause and/or pursuant to M.G.L. c. 268A, § 25. For the purposes of this provision, "good cause" means an action taken in good faith on the basis of acts or omissions reasonably connected to the employment relationship.

Prior to any suspension or discharge for good cause, the Committee shall provide the Superintendent-Director with written notice of the ground(s) on which such action is based. The Committee shall provide the Superintendent-Director with a hearing upon such ground(s) at which the Superintendent-Director may be represented by counsel, at no cost to the District, and present relevant information for the Committee's consideration in connection with the asserted grounds for discharge. In the event of discharge pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent-Director shall not be entitled to receive compensation and benefits payable after the effective date of such discharge. Discharge may be undertaken only upon vote of two-thirds of the entire Committee by weighted vote. For this purpose, the "entire" Committee means the total number of incumbents then serving on the Committee, irrespective of whether they attend the meeting at which the vote is taken, but excluding vacant seats.

10. Fringe Benefits

A. Annual Vacation

The Superintendent-Director shall be entitled to twenty-five (25) days of vacation annually, exclusive of legal holidays, sick leave, personal days or bereavement leave, at the beginning of each contract year. In the event that the Superintendent-Director does not work the entire contract year, the number of vacation days received for that year will be prorated based on a twelve-month work year. The Superintendent-Director shall provide reasonable notice to the School Committee Chairperson of her intention to take vacation. Any unused vacation time

from the previous contract year may be carried over and added to the twenty-five (25) days of vacation time accrued at the beginning of each contract year; provided that the total accrual of vacation shall be capped at forty (40) days and any accrual of vacation shall be reduced accordingly so that the total amount of vacation time available shall not exceed forty (40) days. The Superintendent-Director shall be paid at the per diem rate for any unused vacation days upon her retirement, termination, or death, not to exceed the maximum vacation accrual of forty (40) days.

B. Sick Leave

The Superintendent-Director shall be entitled to twelve (12) sick days annually at the beginning of each contract year. Unused sick leave shall accumulate from year to year. The Superintendent-Director may elect annually to reduce her sick leave balance by up to five days and receive compensation for those days at her then current per diem rate.

C. Personal Leave

The Superintendent-Director shall be entitled to four (4) personal days with pay each year.

D. Health and Dental Insurance

The Superintendent-Director shall receive health insurance and other insurance products available to administration employees based on the terms and rates in effect from time to time for such employees.

E. Travel Expenses and Mileage

The Committee agrees to reimburse the Superintendent-Director for documented mileage for work-related travel (excluding commuting) at the IRS rate.

F. Technology

The Committee agrees to provide the Superintendent-Director with use of a district-owned laptop and printer for off-site work. In addition, the Committee agrees to reimburse the Superintendent-Director up to \$100 per month for cell phone and home internet service (the Superintendent-Director will take adequate measures to ensure the security of District data).

G. Jury Duty.

The Superintendent-Director shall suffer no financial loss as a result of fulfillment of her civic duty.

H. Bereavement Leave

The Superintendent-Director shall be entitled to: (i) Up to five (5) days of bereavement leave in cases of death of a spouse, or child of the employee or spouse, or of the father, mother, brother, sister of the employee or spouse; or a person for whom the employee was primarily responsible (i.e., health care proxy); (ii) up to three (3) days for grandparent, grandchild, niece, or nephew of the employee or spouse, and (iii) one (1) day for the aunt, or uncle of the employee or spouse.

The Committee may provide a discretionary grant of additional bereavement leave in appropriate circumstances.

11. Miscellaneous Expenses

As part of the Committee's program of evaluation and support of the Superintendent- Director's performance, the Superintendent-Director will have at her disposal and may expend up to five thousand dollars (\$5,000) per contract year for professional development, tuition reimbursement, professional subscriptions, memberships in professional organizations, attendance at professional conferences, and participation in community events related to school district business. The Superintendent-Director shall also be entitled and encouraged to attend one (1) national education conference and one agricultural conference per year, with prior approval of the School Committee

12. Induction and Executive Mentoring Program

The Committee and Superintendent-Director recognize that the complexity of the position of Superintendent-Director requires regular and continuous professional development. Included within the program of ongoing professional development the Committee shall pay for the Superintendent-Director's participation in an Induction and Executive Mentoring program provided by M.A.S.S. during her first, second and third years of employment.

13. Warranty of Credentials

The Superintendent-Director warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for termination.

14. Indemnification

- I. Subject to and in accordance with M.G.L. c. 258, §§ 2, 9 and 13, the Essex North Shore Agricultural and Technical School District shall defend, save harmless and indemnify the

Superintendent-Director against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties and within the scope of her official duties or employment as Superintendent-Director. The school district may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse by the Superintendent-Director. The school district shall reimburse the Superintendent-Director for any attorney's fees and costs incurred by the Superintendent-Director in connection with claims or suits involving the Superintendent-Director in her professional capacity in accordance with the provisions of M.G.L. c. 258, §§ 9 and 13.1. This Section shall not apply to any dispute related to this Employment Contract or to any matter related to the discipline or termination of the Superintendent-Director, and/or to the Superintendent-Director's separation from employment with the Committee. This Section shall survive any termination of this Employment Contract.

15. Entire Agreement

This Employment Contract constitutes the entire agreement between the Committee and the Superintendent-Director and may not be altered, amended, or modified except by an agreement in writing, signed by all parties, and specifically referring to this Employment Contract.

16. Severability

If any provision, or portion thereof, contained in this Employment Contract is held invalid, unconstitutional, or unenforceable, the remainder of this Employment Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

17. Arbitration

A. The Superintendent-Director may challenge a discharge for cause by filing a demand for arbitration with the American Arbitration Association (or other mutually agreed agency) in accordance with its Labor Arbitration Rules (or their equivalent at another agency). The Arbitrator shall be limited to determining whether the discharge was for cause or not, and if the Arbitrator determines that the discharge was not for just cause, the maximum remedy shall be

limited to the salary due through the end of the contract, not to exceed two years' salary. Reinstatement shall not be awarded as a remedy.

B. Any post-termination controversy relating to compensation due under this contract or other alleged breach of the contract shall also be settled by arbitration, by filing a demand for arbitration as set forth above.

C. In order to be timely, any such demand must be filed within 30 days of the date of discharge or other termination of the contract.

D. Judgment upon the award rendered may be appealed or enforced in accordance with M.G.L. c. 150C. The administrative costs of the American Arbitration Association and the arbitrator's fees shall be borne equally by the Parties.

ESSEX NORTH SHORE AGRICULTURAL AND TECHNICAL SCHOOL COMMITTEE

The Committee has authorized the Chairman to Execute this agreement on behalf of the Committee.