

**EMPLOYMENT AGREEMENT**

**BY AND BETWEEN**

**THE NORTHBRIDGE SCHOOL COMMITTEE**

**AND**

**July 1, 2019 – June 30, 2022**

This Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the Northbridge School Committee (hereinafter referred to as "the Committee") and [REDACTED] (hereinafter referred to as "the Superintendent" or "[REDACTED]"). This AGREEMENT will be effective as of July 1, 2019. For mutual consideration expressed herein, the parties agree as follows:

**1. EMPLOYMENT:** The Committee hereby agrees to employ [REDACTED] as Superintendent of the Northbridge Public Schools, and [REDACTED] accepts such employment on the terms and conditions contained in this AGREEMENT.

**2. DURATION:** The Superintendent shall be employed as the Superintendent of the Northbridge Public Schools for three (3) years, from July 1, 2019 through June 30, 2022, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2021, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2022. 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 30, 2022. 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, 2022.

**3. COMPENSATION:** The Superintendent will be paid a Base Salary of \$140,000 in the first Contract Year (July 1, 2019 – June 30, 2020). Subject to the requirements in Section 8.2 of this AGREEMENT, the Superintendent's Base Salary will increase up to and including four thousand five hundred dollars (\$4,500) per Contract Year in each of the following two Contract Years (July 1, 2020 – June 30, 2021 and July 1, 2021-June 30, 2022) and pending attainment of performance objectives as determined by the Superintendent's Annual Evaluation.

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.

The Superintendent's Base Salary shall be earned ratably in each of the Contract Years (July 1, 2019- June 30, 2020; July 1, 2020-June 30, 2021; and July 1, 2021-June 30, 2022) and shall be prorated for work of less than a full Contract Year. The Superintendent's Base salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Northbridge Public Schools.

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

**4.1 Work Year:** The work year for the Superintendent is twelve months commencing July 1<sup>st</sup> of each Contract Year and ending the following June 30<sup>th</sup>. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Superintendent for the Northbridge Public Schools.

#### **4.2 Vacation Leave:**

##### **A. Accrual.**

The Superintendent shall be entitled to twenty (20) vacation days per Contract Year earned at the rate of 1.666 days per month commencing July, 2019. Each summer, the Superintendent may borrow up to ten (10) vacation days from her accrual in that Contract Year. For example, assuming that the Superintendent does not carry over any vacation days from Contract Year 1 to Contract Year 2, and the Superintendent wishes to take two weeks (10 days) of vacation in August of Contract Year 2, she may borrow against her future accrual in Contract Year 2 and take 10 days of vacation in August of Contract Year 2. In the event that the Superintendent were to leave the employment of the Northbridge Public Schools in Contract Year 2 prior to accruing all or some of the vacation days which she borrowed, her last paycheck will be reduced by the per diem rate for each such borrowed vacation day which had yet to be accrued.

##### **B. Carry Over.**

A maximum of five (5) vacation days may be carried over from Contract Year to Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed twenty-five (25). For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Base Salary shall be divided by 261 days.

##### **C. Grant of Vacation Days Effective July 1, 2019.**

In addition to the accrual of vacation days provided in Section 4.2A of this AGREEMENT, the Committee shall grant the Superintendent five (5) vacation days on July 1, 2019.

**4.3 Sick Leave:** The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 4.3. On July 1, 2019, up to 125 of Ms. McKinstry's unused, accrued sick leave days as of the end of the work day on June 30, 2019, from her employment as the Director of Curriculum and Interim Superintendent for the Northbridge Public Schools, shall be carried over and added to the Superintendent's sick leave balance. The Superintendent will accrue fifteen (15) sick leave days per Contract Year each

July 1<sup>st</sup>. The Superintendent may use her accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over her unused accrued sick leave days into subsequent Contract Years up to a maximum of one hundred twenty-five (125) 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: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Patriots' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Day before Christmas, Christmas Day, and December 31<sup>st</sup>.

**4.5 Personal Leave:** The Committee may grant the Superintendent up to five (5) personal leave days with pay per Contract 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 Contract Year, shall not be cashed out, and shall be forfeited when not used.

**4.6 Bereavement Leave:** The Superintendent will be allowed up to five (5) bereavement days with pay at any one time to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's spouse, child, father, mother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild, or other relative residing in the Superintendent's household. The District may grant the Superintendent up to one (1) bereavement day with pay to attend the funeral/memorial service for the Superintendent's aunt or uncle.

## **5. REIMBURSEMENT FOR EXPENSES, DUES, AND REGISTRATION FEES:**

**5.1 Reimbursements Subject to Cap:** The Committee shall reimburse the Superintendent in accordance with Committee policy and procedure for reasonable and necessary, documented expenses incurred in the performance of her duties upon the presentation by the Superintendent of receipts submitted within 30 calendar days of incurring such expenses, including, but not limited to expenses for conferences approved in advance by the Committee, as well as membership dues for organizations approved in advance by the Committee. Such reimbursement shall not exceed five thousand dollars (\$5,000) in the aggregate per Contract Year. The following dues and/or registration fees do not need Committee prior approval but are subject to the \$5,000 aggregate limit per Contract Year:

- M.A.S.S. Membership fee
- M.A.S.S. Executive Summer conference (NSIP-orientation)
- M.A.S.S. Mid-Winter conference
- M.A.S.S. Spring conference
- M.A.S.S. Leadership Institute program fee
- Joint M.A.S.S. and M.A.S.C. Conference fee
- AASA (American Association of School Administrators)
- ASCD (Association for Staff and Curriculum Development)

No reimbursements shall be made in excess of the five thousand dollar (\$5,000) limit per Contract Year without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.

**5.2 MASS Mentor Program Fee – New Superintendent Program:** The Committee agrees to pay the fee for the M.A.S.S. Mentor Program – New Superintendent Program not to exceed four thousand nine hundred dollars (\$4,900) in Contract Year 1 and four thousand four hundred dollars (\$4,400) in each of the Contract Years 2 and 3. This fee is not included in expenses subject to the \$5,000 cap in Section 5.1 of this AGREEMENT.

**5.3 Reimbursement for Mileage, Parking, Tolls:** The Committee shall reimburse Ms. McKinstry for reasonable and necessary mileage, parking, and toll expenses in the performance of her duties as Superintendent (excluding commuting expenses) in accordance with applicable policies of the Northbridge Public Schools as such may change from time to time. Mileage, parking, and toll reimbursement is not included in expenses subject to the \$5,000 cap in Section 5.1 of this AGREEMENT

## **6. INSURANCE:**

**6.1 Group Health Insurance:** The Superintendent may elect to obtain group health insurance generally available to employees and their dependents in the Northbridge Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Northbridge Public Schools, and the Superintendent recognizes that the Northbridge School Committee and the Town of Northbridge 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.

**6.2 Life Insurance:** If the Superintendent purchases a Term Life (“TL”) insurance policy covering her own life and provides proof of purchase to the Committee, upon the Superintendent’s written request, the Committee shall reimburse her for the premium cost of such TL insurance up to a maximum of one thousand dollars (\$1,000) per Contract Year.

**7. DUTIES:** The Superintendent shall have charge of the administration of the Northbridge Public Schools consistent with law and Committee policies and directives. She shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Northbridge Public Schools consistent with law and Committee policy. She shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. She 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. She shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Northbridge School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to her own employment and/or

this AGREEMENT are under consideration. She 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.

## **8. PERFORMANCE EVALUATION:**

**8.1 Performance Evaluation:** The Committee shall devote at least a portion of one meeting before June 30<sup>th</sup> of each Contract Year to an evaluation of the Superintendent's performance and working relationship with the Committee. This performance evaluation shall be based upon performance criteria developed by the Committee with input from the Superintendent. 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 her evaluations will be conducted in an open session meeting of the Committee.

**8.2 Performance Recognition Pay:** As provided for in Section 3 of this Agreement, the Superintendent shall be eligible to have her base salary for Contract Year 2 (July 1, 2020 - June 30, 2021) and Contract Year 3 (July 1, 2021 - June 30, 2022) increased by up to and including four thousand five hundred dollars (\$4,500.00) based upon the Superintendent's attainment of specific performance objectives during the period from July 1, 2019 through June 30, 2020 and the period from July 1, 2020 through June 30, 2021. The Parties may postpone all or part of such increase when it is necessary to wait for data, reports, or other test results, to determine whether certain performance objectives have been met. If it is later determined that such performance objective(s) was met, the increase shall be retroactive to July 1<sup>st</sup>.

The Committee and Superintendent shall agree upon at least three (3) performance objectives, taken from the Superintendent's goals for Educator Evaluation each Contract Year. The Committee and Superintendent shall agree upon the apportionment of the \$4,500 performance recognition pay for each of the performance objectives. For example, the performance recognition pay may be apportioned evenly among the performance objectives or it may be apportioned with one or more performance objectives being given more weight and a larger portion of the performance recognition pay than the remaining performance objectives. If the Parties cannot agree on performance objectives and/or apportionment of the performance recognition pay, the Committee shall determine, in good faith, the performance objectives and/or apportionment of the performance recognition pay.

**9. LICENSE:** The Superintendent hereby represents to the Committee that she 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 her 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 her license being revoked, rescinded, suspended, or lapsed.

## **10. PROFESSIONAL ACTIVITIES:**

### **10.1 Professional Growth Activities:**

The Superintendent shall devote her full-time, attention, and energy to the business of the Northbridge Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through her participation, as she might decide in light of her 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 her professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5.1 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 10.1.

### **10.2 Out-of-District Consultant Activities:**

The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching, facilitating or other activities outside the District (herein referred to as “out-of-district work”) that do no conflict or interfere with the Superintendent’s professional responsibilities to the District. All consulting services and out-of-district work engaged in by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law. Consistent with Massachusetts General Laws chapter 268A, the Superintendent shall not use any District resources to prepare for, travel to, or engage in any out-of-district work for another entity. However, the Committee recognizes that the Superintendent performs work for the District during the evenings and on weekends and, therefore, the Committee will permit the Superintendent to take up to and including three (3) professional compensation days without loss of pay per Contract Year to engage in out-of-district work which occurs during a week day (Monday through Friday, inclusive). If the Superintendent requires additional days behind the three (3) professional compensation days provided for in this Section 10.2 for out-of-district work, she shall use her accrued vacation days.

## **11. INDEMNIFICATION:**

**11.1** 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 her 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.

**11.2** The 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 Committee.

**11.3** This Section 11 shall survive the termination of this AGREEMENT.

**12. TERMINATION OF EMPLOYMENT AGREEMENT:**

**12.1 By the Committee with Good Cause:**

During the term of this AGREEMENT, the Committee may suspend the Superintendent from her position as superintendent and/or may terminate her employment and this Employment AGREEMENT for conduct unbecoming a school superintendent, insubordination, incompetency, neglect of duty, or other good cause. "Good 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 termination for good cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against her, 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 her legal counsel present to advise her. 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 her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

**12.2 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 her 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.

**12.3 By the Superintendent:**

The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than ninety (90) calendar 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 her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

**13. 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.


**14. ENTIRE AGREEMENT:** This AGREEMENT contains the whole agreement between the Committee and the Superintendent and effective July 1, 2019, supersedes all prior agreements between the Northbridge Public Schools and Ms. McKinstry. 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.

**15. 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.

**16. GOVERNING LAW:** This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.


**17. 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 12<sup>th</sup> day of June, 2019.

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\_\_\_\_\_, Superintendent

**ON BEHALF OF THE NORTHBRIDGE SCHOOL COMMITTEE  
BY:**





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Chairperson  
Northbridge School Committee