

Nashoba Regional School Committee
Superintendent's Employment Contract

Agreement made this 11th day of June, 2021 between Mr. Kirk Downing, hereinafter referred to as the "Superintendent," and the Nashoba Regional School Committee, hereinafter referred to as the "Committee."

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Employment

The Committee hereby employs Mr. Kirk Downing as Superintendent of the Nashoba Regional Public School District and the Superintendent hereby accepts employment on the terms and conditions set forth herein.

2. Term

(A) This agreement shall commence July 1, 2021 and shall terminate June 30, 2024. This agreement specifically excludes any rollover provision.

(B) The Superintendent shall notify the Committee, in writing, on or before October 31, 2023, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.

(C) The Committee, on or before December 31, 2023, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2024, and as of such date the Superintendent's employment shall terminate.

(D) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2024.

(E) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2024, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

(F) This agreement can be terminated by mutual agreement of both parties at any time.

3. Compensation

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay: July 1, 2021 to June 30, 2022: \$185,000

The Superintendent shall be eligible for a salary increase annually based upon both the results of a performance evaluation conducted by the Committee under the terms of this contract and upon market forces including, but not limited to, the cost of living. On or before the fifteenth day of May, of each calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation.

The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth day of June of each calendar year.

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

The Committee is responsible for the development of school policy, establishment of a school budget, and employment of the Superintendent pursuant to M.G.L. c. 71 §37. The administration of school policy, operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59 and related provisions. The parties hereto agree that:

- (A) The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, discipline or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent.
- (B) The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by staff under the Superintendent's direction. Regular duties include supervision and oversight of any and all federal grant programs. The District shall annually conduct an audit of all books and accounts.
- (C) The Superintendent and/or designee(s) shall have the right to attend all regular and special meetings of the Committee and all subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
- (D) Criticisms, complaints, and suggestions upon which action should be taken that are called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, and to ensure responsiveness to the public and fairness to the Superintendent.

- (E) The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory responsibilities.
- (F) The Superintendent is assured that Committee rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- (G) The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of Schools in the Commonwealth of Massachusetts.
- (H) Because the Superintendent's workday frequently begins before and extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.
- (I) The position of Superintendent requires full-time service over twelve (12) months of the year, and attendance evening meetings and events are common features of the work and are expected of the Superintendent.

5. Goals and Objectives

The "Committee" shall annually evaluate the performance of the "Superintendent" in writing in accordance with the Department of Elementary and Secondary Education's (DESE) recommended evaluation instrument which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Superintendent's evaluation shall utilize the DESE evaluation instrument to be drafted by the School Committee, in collaboration with the Superintendent, these goals and objectives shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract.

- A. A consensus of the individual evaluations compiled by committee members shall be prepared by the Committee Chair, approved by the Committee, signed by the Superintendent and placed in the Superintendent's personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file. The Superintendent shall be provided copies of individual Committee member's evaluations and may meet with each Committee member submitting an evaluation to discuss its contents.
- B. The performance assessment shall be used for the following purposes:
 - (1) to strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and individual members of the Committee the responsibilities the Committee relies on Superintendent to fulfill;
 - (2) to discuss and establish reasonable expectations and goals for the ensuing year, including the impact of Statewide Performance Standards.
 - (3) as a contributing factor to any annual increase in compensation in accordance with the terms and conditions of this contract.

- C. In addition, the Superintendent shall meet with the Committee after compilation of the composite referred to above, at least once each year, for the purpose of discussing the Superintendent's performance as well as the working relationship between the "Committee" and the "Superintendent".
- D. The Committee, individually and collectively, shall promptly refer to the Superintendent, for study, review and response, any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or the Superintendent's performance.

6. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent and upon notification and agreement by the Committee Chair.

7. Certificate

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. Dismissal or Suspension

The Committee may dismiss or suspend the Superintendent for good cause. Where good cause exists, the Committee may discharge or suspend the Superintendent provided the Superintendent has been informed of the charge or charges and cause or causes for his/his proposed discharge or suspension and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. For purposes of this contract, "good cause" shall mean any grounds put forth by the Committee in good faith that are not arbitrary or irrelevant to the task of maintaining an effective and efficient school system, and may include, without limitation, incompetence, inefficiency, incapacity, insubordination, conduct unbecoming a Superintendent, or failure on the part of the Superintendent to satisfy performance standards established by the Committee pursuant to this contract. The Committee shall provide 15 days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such actions.

9. Resignation

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon (180) one hundred eighty days notification from the Superintendent unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

If this Agreement is terminated on or before June 30th the Superintendent will receive a pro rata share of the vacation based upon the actual months worked during the fiscal year of said resignation.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the

meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

10. Reimbursement for Travel Expenses and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at two (2) state and one (1) national meetings and conferences. Mileage is reimbursed at the standard IRS mileage rate. All out of state expenses and dues must be discussed in advance with the Chair of the Committee and are subject to budgetary approval.

The Committee shall pay dues and associated costs for approved professional education and administrative organizations.

The Committee shall pay the cost of participation in the Massachusetts Association of School Superintendents' "New Superintendent Induction Program."

11. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (125) one hundred twenty-five days. There shall be no "sick leave buyback".

12. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the Nashoba Regional School District, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

13. Vacations and Holidays

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee, and no more than ten (10) working days may be taken consecutively as vacation unless this provision is waived by the Committee. The Superintendent shall be allowed to either carryover up to (5) five days from any (1) one contract year to the next or request a buyback of said days at the per diem rate (calculated by dividing the applicable base salary by 220 work days). The maximum accumulation of vacation days, at any one time, shall be 30 days. Any additional unused vacation days shall be forfeited.

All accumulated, unused vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on a 260-day work year (per diem rate of pay is annual salary divided by 260 days).

The Superintendent shall be entitled to paid holidays as currently provided other year-round employees of the Nashoba Regional School District, currently 14.5 holidays annually.

14. Bereavement Leave

The Superintendent will be allowed up to (5) five days for bereavement for the death of a spouse/significant other, parent, child or other immediate family member. The Superintendent shall notify the Committee of his bereavement leave as soon as possible after learning of the necessity for such absence.

15. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (3) three days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

16. State Retirement Association

The Superintendent shall be a member of the Teachers' Retirement System as required by Mass. G.L. Chapter 32, Section 2.

17. Warranty of Credentials

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

18. Indemnification

The Committee will indemnify the Superintendent from personal financial loss and expenses, including legal fees and costs, to the extent allowable under M.G.L. c. 258, for acts and/or omissions by the Superintendent, if the Superintendent at the time of the acts and/or omissions was acting within the scope of his employment and consistent with his official duties. The Superintendent agrees to comply with all reasonable obligations to assist in any such litigation. The School Department shall provide indemnification consistent with the above regardless of whether the claim or legal action is commenced during the Superintendent's employment with the School Department or following the termination of such employment.

19. Entire Agreement

This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement may not be changed except by agreement of all parties in writing.

20. Invalidity

If any provision, or part thereof, of this Agreement shall be determined by a court of competent jurisdiction to be invalid, it will not affect the validity of the remaining provisions of this agreement, which shall remain binding and effective. The construction of this Agreement shall be in accordance with the law of the Commonwealth of Massachusetts.

21. Arbitration

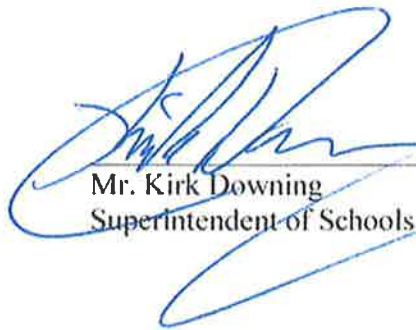
A. Scope of Controversy. Any and all controversies or claims arising out of an alleged breach of this Agreement, excluding claims based on state or federal anti-discrimination laws, statutes, or regulations, but including a decision by the Committee to dismiss the Superintendent as set forth in Paragraph 8 of this Agreement, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C or, if M.G.L. c. 150C is

determined to be inapplicable, then pursuant to the provisions of M.G.L. c. 251 relative to the arbitration of commercial disputes.

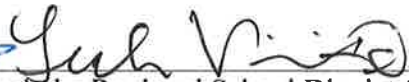
- B. Arbitrator's Authority. Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within thirty days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

IN WITNESS THEREOF, the undersigned have executed this contract the day and year aforesaid.



Mr. Kirk Downing
Superintendent of Schools



Nashoba Regional School District Committee
By its Chairperson, Leah Vivirito