

**EMPLOYMENT CONTRACT FOR
SUPERINTENDENT-DIRECTOR OF THE
GREATER LOWELL TECHNICAL HIGH SCHOOL**

THIS AGREEMENT is entered into by and between the Greater Lowell Regional Vocational Technical High School District (hereinafter, "District") acting through its School Committee (hereinafter, "Committee") and Jill Davis (hereinafter "Davis" or "the Superintendent").

1. **Employment:** The Committee hereby agrees to employ Davis in the position of Superintendent-Director for the District, and Davis hereby accepts such employment on the following terms and conditions:

2. **Term:** This Agreement shall cover the Superintendent's employment for the period commencing July 1, 2023 through June 30, 2026. This Agreement may be terminated as provided herein, by written agreement between the Committee and the Superintendent or by written resignation of the Superintendent. In the event that the Superintendent terminates this Agreement by written resignation, the Superintendent shall provide written notice at least one hundred twenty (120) calendar days prior to the effective date of such resignation.

In the event the Committee determines not to renew the Superintendent's employment following the term of this Agreement, it shall provide written notice to the Superintendent, indicating such non-renewal, no later than July 1, 2025. The intent of this provision is to provide the Superintendent with at least twelve (12) months' notice of any intent not to renew this Agreement. It is expressly understood and agreed that a non-renewal of the Superintendent by the Committee upon the expiration of this agreement, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of this Agreement or any applicable law, and that the requirements thereof shall not be applicable in such circumstances.

4. **Certification:** The Superintendent acknowledges that she is certified for the position and shall furnish and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying her to act as Superintendent as required by Massachusetts General Laws, Chapter 71, Section 38G.

5. **Compensation:** The Committee shall pay the Superintendent an annual salary of one of Two Hundred Twenty Thousand Dollars (\$220,000.00) for the 2023-2024 school year. The annual salary rate shall be paid to the Superintendent in installments at the same time and in in the same manner as other employees of the Committee are paid. In each subsequent year, beginning as of July 1, 2024, the compensation may be adjusted at the sole discretion of the Committee based upon the Superintendent's performance as noted in her evaluation. Any increase in annual salary made during the life of this Agreement shall be in the form of a written amendment and shall be a part of this Agreement. At no time during the term of this contract shall the Superintendent's salary be reduced.

6. Duties of Employee:

- (a) The Superintendent shall faithfully, diligently and competently perform the duties and responsibilities of Superintendent as provided by law, herein, and as outlined by the Committee. The Superintendent shall serve as the Executive Officer of the District. The Superintendent shall comply with the policies and procedures of the Committee shall serve and perform such duties at such time and places and in such a manner as the Committee may from time to time reasonably direct.
- (b) The Superintendent shall, subject to law and any legally binding contracts of the District, organize, reorganize and arrange the administrative supervisory staff in such way as in his/her judgment best serves the District. The administration of instruction and all business affairs shall include the responsibility for selection, hiring, placement and transfer of personnel, and shall be vested in the Superintendent except as otherwise provided by law.
- (c) The Committee shall promptly refer to the Superintendent for his/her study and recommendation on all criticisms, complaints, and suggestions brought to their attention in accordance with the Massachusetts Association of School Committees' Code of Ethics for School Committee Members.
- (d) The Committee shall make no agreements with any other employee group or individual that would interfere with the Superintendent's carrying out his/her statutory, managerial, administrative or supervisory responsibilities.

7. Termination of Employment Contract by the Superintendent:

The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving six (6) months' notice in writing to the Committee prior to the desired termination date. Said notice shall be delivered via certified mail, return receipt requested, to the Committee at the residence of the then Chairperson of the Committee. Both parties to this Agreement may agree to notice of less than six (6) months if requested by the Superintendent.

If the Superintendent elects to terminate this Agreement before the term of its completion for any reason other than her own personal illness, then the Superintendent shall forthwith pay to the District an early termination penalty in the amount of Ten Thousand Dollars (\$10,000.00). The parties agree that this provision constitutes liquidated damages to reasonably compensate the District for Davis's breach of this Agreement.

8. **Termination of Employment Contract by the Committee:**

- A. Good Cause: Where good cause exists, the Committee may discharge the Superintendent upon a two-thirds vote, thereby terminating this contract prior to the expiration date above, provided the Superintendent has been informed of the charge or charges and cause or causes for her proposed discharge and has been given an opportunity for a meeting before the Committee prior to official action being taken. For purposes of this contract, "good cause" shall mean any ground that is put forth by the Committee in good faith, and which is not arbitrary, irrational, unreasonable or irrelevant to the task of maintaining an effective and efficient school system.
- B. Termination Procedure: Termination under this Section shall not be implemented unless the Superintendent has been given thirty (30) calendar days prior written notice, delivered to her residential address, certified mail, return receipt requested, of an intended vote to dismiss her and a written statement of the reason or reasons for which termination is proposed and, if requested, a meeting before the Committee, at which the Superintendent may be represented by counsel. Said meeting shall be convened in executive session unless the Superintendent requests that it be public.

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

9. **Consultative Work:** The Superintendent may undertake and engage in consultative work or academic teaching assignments for which she may receive outside compensation; provided, however, that such activities do not in any manner interfere with the performance of her duties under this Agreement, violate any of the provisions of M.G.L. c.268A, including but not limited to a conflict of interest. The Superintendent shall provide prior notice to the Chairperson of the Committee before engaging in any consultative work.

10. **Vacation Benefits:**

The Superintendent shall be entitled to thirty (30) working days (exclusive of Federal and State Holidays) as annual vacation which shall be credited to the Superintendent as of the beginning of each fiscal year. Unused vacation days may be accumulated to a maximum of forty-five (45) days. The Superintendent shall be entitled to all paid holidays, and half days before holidays, extended to other administrators employed by the District.

Davis shall be allowed to sell back vacation days not to exceed a total of 10 days per fiscal year based on her per diem rate, upon notice to the Committee 30-days prior to the conclusion of any fiscal year in which Davis wishes to exercise such buy back option.

11. **Medical, Dental and Life Insurance:** The Superintendent shall be entitled to the same medical, dental, and life insurance benefits, on the same terms and conditions, as are available to other professional personnel of the District.
12. **Sick Leave:**
 - (a) The Superintendent shall be entitled to sick leave of fifteen (15) days per fiscal year which shall be credited to the Superintendent at the beginning of each fiscal year. Sick days may accumulate without limit. All sick days that the Superintendent has accumulated under her contracts as Assistant Superintendent-Director and Interim Superintendent-Director, which currently total seventy-six and one-half (76.5) days, shall be available to her as of July 1, 2020.
 - (b) There shall be no buy back of sick days accumulated under this agreement.
 - (c) Upon resignation or retirement, Davis will be credited for all accumulated sick leave days which currently total 83.5 days that accumulated while Davis was covered by the Administrator's contract as Director of Special Education and shall be paid at the administrator per diem rate calculated at step VI based on \$115,547.
13. **Personal Leave:** The Superintendent shall be entitled to three (3) days of personal leave each contract year which shall be credited at the beginning of each fiscal year.
14. **Bereavement Leave:** The Superintendent shall be entitled to three (3) days per fiscal year of bereavement leave for death(s) in the immediate family. Immediate family is defined as follows: the employee's spouse, child, parent, sibling, grandparent or grandchild of either the employee or the spouse thereof; the employee's son-in-law or daughter-in-law or another member of the immediate household.
15. **Termination Benefit:** In the event of the termination of the Superintendent for any reason, she, her estate, or assigns will receive a lump sum payment of one hundred (100%) percent of monies owed for work performed and accumulated unused vacation days.

All payments due hereunder will be paid to the Superintendent, her estate or assigns in the next pay period following her death, disability, termination or as otherwise directed by the Superintendent, her estate, or assigns.

16. **Length of Work Year:** For purposes of computation of any and all per diem benefits granted pursuant to the contract, the work year of the Superintendent shall consist of two hundred forty-three (243) days.

17. **Professional Association and Fees:** The Committee agrees to reimburse the Superintendent for professional association dues including, but not limited to MAVA, ASCD, MASCD, MASS, and AASA. The Committee will reimburse the Superintendent for her reasonable attendance at local and out of town workshops and other professional improvement sessions.

Conferences, seminars and meetings that are more than one (1) day in length shall obtain prior approval from the Committee or the Committee Chair.

18. **Professional Development:** The Committee agrees to reimburse the Superintendent for reasonable expenses related to her enrollment in educational courses, training sessions, and the like, up to Two Thousand (\$2,000.00) Dollars per year.

Conferences, seminars and meetings that are more than one (1) day in length shall obtain prior approval from the Committee or the Committee Chair.

19. **Miscellaneous Expenses:** Upon presentment of appropriate vouchers and/or receipts the Committee shall reimburse the Superintendent the reasonable cost of travel, registration fees, food and lodging for attendance at seminars, professional meetings and conventions. In addition, the Superintendent shall be paid \$300.00 per month for other work-related expenses not otherwise provided for in this agreement. The Superintendent shall also be provided with a school cell phone and laptop. Payment shall be provided without vouchers.

Mileage shall be paid at the then applicable IRS-approved rate whenever the Superintendent is required to use her personal vehicle for District business.

20. **Performance:** The Superintendent agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written Agreement between the Superintendent and the Committee.

21. **Evaluation:** The Superintendent agrees to submit to an annual evaluation of her performance in accordance with the state approved Superintendent evaluation tool, unless otherwise modified and agreed to by both the Superintendent and the Committee, through a rating system. The Committee and the Superintendent agree to abide by the evaluation principles and procedures detailed in 603 MCR 35.00 and School District Policy CBI.

22. **Arbitration:** 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, 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 150C is determined inapplicable, then pursuant to the provisions of Chapter 251 of the general laws relative to the arbitration of commercial disputes.

The arbitrator may enter any and all appropriate remedies including, but not limited to compensatory damages due under the contract, but in no case shall such award or order require reinstatement of the Superintendent to her position. The parties will equally split the cost of the arbitrator's fee. The parties are responsible for all their own legal fees and costs.

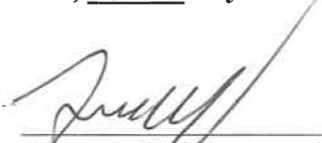
Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association, with a copy to the other party, within thirty (30) days of the date on which the claiming party knew, or with diligence could have known, of the act or condition on which the grievance is based.

23. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.
24. **Invalidity:** If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and such remainder shall be binding and effective against all parties.
25. **Indemnification:**
- a. The Committee shall at all times indemnify and hold harmless Davis to the maximum extent of and in accordance with the terms of MGL c. 258. Davis shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship Davis shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her last effective per diem rate of pay or \$800.00, whichever is greater.
 - b. Davis may retain, at the expense of the Committee and upon prior notice to the Committee, independent legal counsel to provide representation to her


during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. Davis and her counsel shall fully and completely cooperate with the Committee Counsel in the defense of such action provided the parties' interests are not adverse.

- c. This indemnification provision, Article 26a, b and c, shall survive expiration or termination of this employment agreement or the cessation of the employment relationship by any means or cause.

IN WITNESS WHEREOF, the parties hereunto sign this instrument and a duplicate thereof this, 20th day of October, 2022.



Fred W. Bahou, Jr., Chair



Matthew J. Sheehan, Secretary

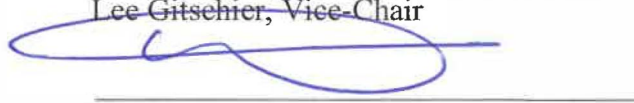


Curtis J. LeMay, Member

George W. O'Hare, Member



Lee Gitschier, Vice-Chair



Kempton P. Giggey, Member



Paul E. Morin, Member



George A. Tatseos, Member

And



Jill Davis, Superintendent-Director