

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

AGREEMENT made this 28th day of June, 2010, between the Greater Lowell Regional Vocational Technical High School District (hereinafter, "District") acting through its School Committee (hereinafter, "Committee") and Mary Jo Santoro (hereinafter, "Santoro")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment:** The Committee hereby agrees to employ Santoro in the position of Superintendent-Director (hereinafter, "Superintendent") for the District, and Santoro hereby accepts such employment on the following terms and conditions:
2. **Term:** This employment contract shall commence on July 1, 2010, and shall expire on June 30, 2013, unless otherwise terminated sooner by either party pursuant to this Agreement.
3. **Compensation:** The Superintendent shall be paid a gross salary of \$160,000 per annum for the period of July 1, 2010 to June 30, 2011. For subsequent years of the contract, the Superintendent and Committee shall meet each year on or before May 1 to discuss compensation for the upcoming contract year. At no time during the term of this contract shall the superintendent's salary be reduced.
4. **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 and shall serve as the Executive Officer of the District. 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 reasonably direct.
 - (b) The Superintendent shall, subject to law and any legally binding contracts of the District, organize, reorganize and arrange the administrative and supervisory staff in such way as in 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 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 her statutory, managerial, administrative or supervisory responsibilities.

5. **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.

6. **Termination of Employment Contract by the Committee:** The Committee shall not terminate this contract except for inefficiency, incompetency, incapacity, conduct unbecoming a superintendent, insubordination, or other just cause, or a less than satisfactory evaluation of her performance, provided that the grounds for termination are put forward in good faith, and are not arbitrary, irrational, unreasonable or irrelevant to the building and maintaining of an efficient District.

Termination under this paragraph may not be implemented unless the Superintendent has been given thirty (30) days prior written notice, delivered to her residential address, certified mail, return receipt requested, of an intended vote to dismiss her, and, if requested, a written statement of the reason or reasons for which termination is proposed and, if requested, a hearing before the Committee, at which time she may be represented by counsel and call witnesses on her behalf, and the Committee has voted in favor of termination by not less than a two-thirds (2/3) majority vote of the entire Committee.

The Superintendent agrees to submit to an annual evaluation of her performance in accordance with the current evaluation procedures, unless otherwise modified and agreed to by both the Superintendent and the Committee, through a rating system of "exceeds", "meets", "fails to meet" expectations. If the superintendent receives a "fails expectations" overall evaluation tally by the Committee on two (2) consecutive evaluations, the Superintendent agrees that the contract may be terminated upon a two-thirds (2/3) vote of the Committee and thirty (30) days written notice following such vote.

7. **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, or give the appearance of a conflict of interest. The Superintendent shall provide prior notice to the Chairperson of the Committee before engaging in any consultative work.

8. **Certificate:** The Superintendent shall furnish suitable evidence of an appropriate certificate qualifying her as Superintendent required by M.G.L.c.71, s.38G, and further agrees to maintain said certificate in good standing throughout the term of this Agreement.

9. **Periodic Examination:** The Superintendent, at the Committee's expense, shall submit to periodic physical examinations as required by M.G.L.c.71, s. 55B.

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 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 the Superintendent wishes to exercise such buy back option.

As of the date of execution of this agreement, the Superintendent has accumulated ten (10) unused vacation days as Assistant Superintendent/Director. Upon execution of this contract, she will be paid for these unused vacation days pursuant to paragraph 15 of her contract as Assistant Superintendent/Director.

The Superintendent shall be entitled to all paid holidays, and half days before holidays, extended to other administrators employed by the district.

11. **Medical, Dental and Life Insurance:** The Superintendent shall be entitled to all current paid medical, dental and life insurance benefits as are currently available to other professional personnel of the District.

12. **Disability Insurance:** The Committee shall provide annually to the Superintendent the sum of \$3,500 representing the cost of a disability insurance policy that the Superintendent may procure for her own benefit.

The Committee will, after utilization of all accrued sick leave for illness, grant an extension of sick leave to the Superintendent in the event of catastrophic illness, for up to sixty (60) days.

13. **Sick Leave:** As of the execution of this agreement, the Superintendent has accumulated 116.5 sick days as Director of Special Education, and 46.5 sick days as Assistant Superintendent/Principal. Upon execution of this contract she shall be paid the termination benefit under paragraph 15 for 25 percent of such accumulated sick days, the buy back for days accumulated while Director of Special Education to be calculated at a per diem rate based on the 2003-2004 salary and terms for such position, and the buy back for days accumulated while Assistant Superintendent/Principal to be calculated at a per diem rate based on the 2009-2010 salary and terms for such position.

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. The Superintendent shall be credited with an additional fifteen (15) days sick leave upon the effective commencement date of this contract of employment. Thus, the Superintendent shall commence employment hereunder with 30 available sick days. Sick days may accumulate without limit.

As of the commencement of the second year of this agreement, at her election the Superintendent, shall have the option of selling back to the committee at the commencement of each contract year ten (10) sick days, at her per diem rate of pay, provided she has then

available at least thirty (30) sick days. Otherwise, there shall be no buy back of sick days accumulated under this agreement.

14. **Personal Leave:** The Superintendent shall be credited for all accumulated personal leave days currently available to her. 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.

15. **Bereavement Leave:** The Superintendent shall be entitled to three (3) days per fiscal year of bereavement leave for death(s) in the immediate family.

16. **Termination Benefit:** In the event of the termination of the Superintendent of 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 one hundred (100%) percent of accumulated unused vacation days not to exceed 45 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.

17. **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.

18. **Professional Association and Fees:** The Committee agrees to reimburse the Superintendent for professional association dues including, but not limited to, 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.

19. **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.

20. **Miscellaneous Expenses:** Upon presentation of appropriate vouchers and/or receipts, the Committee shall reimburse the Superintendent for reasonable out-of-pocket expenses incurred by her in the normal and customary fulfillment of her duties as Superintendent including, when required and with prior approval by the Committee, the reasonable cost of travel, registration fees, food and lodging for attendance at seminars, professional meetings and conventions.

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

21. **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.

22. **Evaluation:** The Superintendent's performance shall be evaluated annually. The Committee and the Superintendent agree to abide by the evaluation principles and procedures detailed in 603 CMR 35.00 and School District Policy 5155.

23. **Arbitration:** Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof 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, or enforcement pursuant to the provisions of GL c. 150C, or if GL c. 150C is determined to be inapplicable, the 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, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected with just cause, 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.

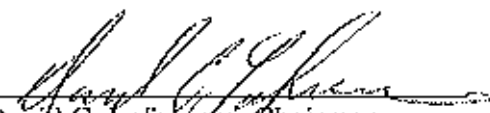
24. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.

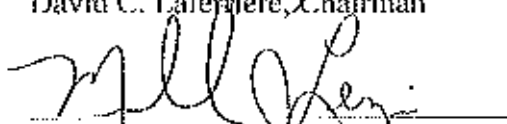
25. **Invalidity:** If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

26. **Indemnification:** The District shall defend, save harmless and indemnify the Superintendent against any claim, demand, suit or judgment, including reasonable legal fees and costs arising out of any alleged negligence, except an intentional violation of civil rights of any person under law, occurring within the scope of the Superintendent's official duties and employment, in accordance with the provisions of M.G.L.c.258, s.2.

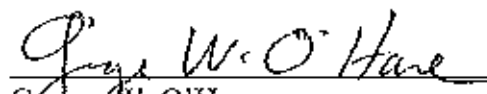
IN WITNESS WHEREOF, the parties herunto sign this instrument and a duplicate thereof this, the 28th day of June, 2010.


GREATER LOWELL REGIONAL VOCATIONAL
TECHNICAL HIGH SCHOOL BY:


David C. Lafreniere, Chairman


Michael J. Lenzi, Vice Chairman


Paul E. Morin



George W. O'Hare



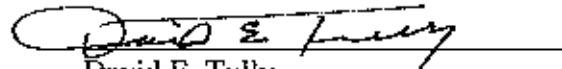
Victor A. Olson, Secretary



Steven P. O'Neill




Fred Bahou



David E. Tully

and



Mary Jo Santoro, Superintendent-Director