

**CONTRACT OF EMPLOYMENT BETWEEN
NANCY ANTOLINI AND THE CHELMSFORD PUBLIC SCHOOLS
FOR THE POSITION OF DIRECTOR OF SCHOOL NUTRITION**

This Contract of Employment is made as of September 29, 2020 by and between the Chelmsford Public Schools, (hereinafter referred to as "the District"), through its Superintendent of Schools, (hereinafter referred to as "the Superintendent"), and Ms. Nancy Antolini, (hereinafter referred to as "the Director of School Nutrition" or "Ms. Antolini").

In consideration of the promises set forth below, the parties hereto mutually agree as follows:

1. **Employment:** The District, through its Superintendent, employs Ms. Nancy Antolini as the Director of School Nutrition and Ms. Antolini hereby accepts employment on the following terms and conditions.
2. **Term:** The Director of School Nutrition shall be employed for the period commencing July 1, 2020 through June 30, 2023. Employment shall be consistent with the provisions of applicable state law.
3. **Work Year:** The Director of School Nutrition shall work two hundred (200) days annually, consisting of the 180-day student academic year, staff orientation day, staff professional development day, and the day following the last day of school for students each academic year. Further, the Director of School Nutrition shall work seventeen (17) days throughout the fiscal year scheduled upon mutual agreement of the Superintendent or his/her designee and the Director of School Nutrition. For the purposes of proration, the Director of School Nutrition's regular work year shall be 200 days.
4. **Compensation:** The Director of School Nutrition shall be paid an annual salary, commencing July 1, 2020 and terminating June 30, 2021 of Ninety Four Thousand Three Hundred Sixty Two (\$ 94,362.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District. The Director of School Nutrition shall be paid an annual salary, commencing July 1, 2021 and terminating June 30, 2022 of Ninety Six Thousand Two Hundred Forty Nine (\$ 96,249.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District. The Director of School Nutrition shall be paid an annual salary, commencing July 1, 2022 and terminating June 30, 2023 of Ninety Eight Thousand One Hundred Seventy Four (\$ 98,174.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District.

At no time during the life of this Agreement, or any extension hereof, shall the Director of School Nutrition' salary be reduced.

5. **Vacation Leave:** The Director of School Nutrition shall not be entitled to any vacation days under this Agreement.
6. **Sick Leave:** The Director of School Nutrition shall be entitled to receive sick leave in an amount equal to, but not in excess of, thirteen (13) days of sick leave per year. Sick leave is for the Director of School Nutrition' use during her own illness or injury, except that up to ten (10) days per contract year may be used for illness in the Director of School Nutrition' family. Sick leave may be accumulated from year to year without limitation. Upon separation from employment with the District, the Director of School Nutrition shall not be eligible for compensation for any accrued but unused sick days.
7. **Personal Leave:** The Director of School Nutrition shall be entitled to receive two (2) personal leave days without loss of pay per contract year with the advanced approval of the Superintendent. No accumulation of personal days exists under this Agreement.

Because the Director of School Nutrition's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave. All instances will be with the approval of the Superintendent.

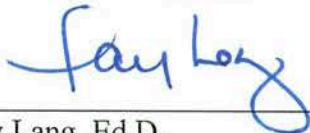
8. **Bereavement Leave:** The Director of School Nutrition shall be entitled to receive five (5) days with pay each time there is a death in the immediate family. "Immediate family" shall be understood to include the Director of School Nutrition's parent, parent-in-law, spouse, child, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, sister/brother-in-law, and any person living in the immediate household. Additional days may be granted for travel or other unusual circumstances with the approval of the Superintendent.
9. **Holidays:** The Director of School Nutrition shall be entitled to all national and state holidays, and one-half days before holidays, recognized by the District which are made available to other professional staff members in the District.
10. **Other Benefits:** The Director of School Nutrition shall be entitled to receive all insurance (health, dental, and life) benefits and all other fringe benefits as currently, or in the future, are provided to other professional staff members in the District, exclusive of the Superintendent.
11. **Professional Development:** The Director of School Nutrition shall remain professionally current in the field of public school nutrition. The District will support participation in conferences, membership to professional organizations, and reimbursement for courses associated with the position. Reimbursement for courses will not exceed seventy-five percent (75%) of the cost of any course, and shall require the advanced approval of the Superintendent. Such reimbursement shall be subject to the availability of financial resources and will be limited to Three Thousand (\$ 3,000.00) Dollars for each fiscal year.

12. **Reimbursement for Expenses:** The District shall reimburse the Director of School Nutrition for all expenses reasonably incurred in the performance of her duties as Director of School Nutrition under this Agreement in accordance with the laws of the Commonwealth of Massachusetts and the policies of the Chelmsford School Committee. Such expenses shall include, but shall not be limited to, costs for transportation and attendance at appropriate local, state and national conferences and meetings. All expenses associated with toll and mileage reimbursements, including, but not limited to conference/meetings fees, plane fare, room, board, meals, etc., shall require advanced approval of the Superintendent, and shall be based on submission of receipts.
13. **Duties:** The Director of School Nutrition shall perform faithfully, to the best of her ability, the duties of Director of School Nutrition as specified in the job description, the General Laws of the Commonwealth of Massachusetts, and the policy manual of the Chelmsford School Committee and such other duties as may reasonably be requested by the Superintendent from time to time. The Director of School Nutrition understands that the job responsibilities of the Director of School Nutrition will require attendance at night and weekend meetings and other obligations outside of the normal workday.
14. **Performance Evaluation:** The Superintendent shall evaluate the performance of the Director of School Nutrition in writing in accordance with mutually agreed-upon performance criteria. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personal decisions, including, but not limited to annual salary or compensation adjustments.
15. **Termination of Employment and Other Personnel Actions:**
 - A. **Voluntary Termination:** In case of voluntary termination of employment, the Director of School Nutrition shall give the Superintendent at least three (3) months' written notice of her intent to terminate her employment with the District.
 - B. **Layoff:** Nothing in this contract shall bar the District or Superintendent from implementing a layoff based upon a reduction in force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization. The District or Superintendent shall give written notice of such layoff at least six (6) months prior to the effective date of layoff.
 - C. **Non-Renewal:** If the District or Superintendent does not intend to renew this Agreement, the District or Superintendent will provide the Director of School Nutrition with written notice of such intention at least two (2) months prior to the date of termination. This Agreement may be extended for successive periods of time by mutual agreement of both parties, which agreement shall be reduced to writing.
 - D. **Dismissal, Demotion and Suspension:** The Superintendent will not dismiss or demote the Director of School Nutrition for any arbitrary or capricious reasons. Any suspension of the Director of School Nutrition will be consistent with state law.

16. **Indemnification:** The Chelmsford School Committee agrees to indemnify, defend, and save harmless the Director of School Nutrition, consistent with the requirements of Massachusetts General Laws, Chapter 258, against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Director of School Nutrition, other than claims caused by the grossly negligent, willful or malicious misconduct of the Director of School Nutrition. This clause shall survive the termination of the Agreement.
17. **Agreement:** This Agreement embodies the entire agreement between the District, Superintendent and Director of School Nutrition 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 written agreement, signed on behalf of the District by the Superintendent.
18. **Invalidity:** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement, or any application of the Agreement is found to be contrary to the law, then such provision or application shall not be deemed to be valid except to the extent permitted by law, and all other provisions and applications of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate and triplicate thereof, this 29th day of September, 2020.

FOR THE DISTRICT:



Jay Lang, Ed.D.
Superintendent of Schools



Nancy Antolini
Director of School Nutrition