

Chicopee Public Schools
Employment Contract for

Superintendent of Schools

February 1, 2020 – June 30, 2023

This Contract is made this ___ day of June 2019, by and between the Chicopee Public Schools (the "District"), through its School Committee, (the "Committee") and _____ Superintendent of Schools (" " or the "Superintendent").

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

1. EMPLOYMENT

The District hereby employs _____ as Superintendent of Schools and _____ hereby accepts employment on the following terms and conditions.

2. DUTIES

The Superintendent shall perform faithfully and diligently the duties of Superintendent of Schools as specified in the job description, the General Laws of the Commonwealth of Massachusetts, and the policy manual of the Committee; shall serve as the Secretary of the Committee; and shall perform such other duties as may reasonably be requested by the Committee from time to time. The Superintendent agrees to expend the time and effort necessary to effectively achieve the goals and purposes of the District.

3. TERM

This Contract shall remain in full force and effect for the period commencing February 1, 2020, and ending June 30, 2023, or the termination of employment in accordance with this Contract and consistent with the General Laws of the Commonwealth, if sooner.

If the Committee does not intend to renew this Contract, the Committee will provide the Superintendent with written notice of such intention on or before September 30, 2022. Failure to provide such notice shall result in the automatic renewal of this contract for a period of one year ending on June 30, 2024, and at such date the employment of the Superintendent shall terminate.

4. COMPENSATION

The Superintendent shall be paid an annual salary, commencing February 1, 2020, of \$_____. The annual salary shall be increased to \$_____ effective July 1, 2021.

Salary for the final year of this contract will be negotiated between the Superintendent and the Committee, however, such salary will include an increase of 2.4%, plus an increase equal to any increase negotiated with the Chicopee Education Association. Any further adjustment in salary shall be in the form of an amendment and shall become part of this Contract.

Such salary is subject to lawful deductions and is payable in bi-weekly installments in accordance with the practice of the District.

5. WORK SCHEDULE

The Superintendent shall work a regular 12-month year, less all holidays recognized by the District and contracted paid time off. The Superintendent's workdays shall include, but not be limited to, student contact days, professional development days, and the two weeks prior to the first day of school. The Superintendent understands that the job responsibilities of the Superintendent may require attendance at night and weekend meetings/events and other obligations outside of the normal workday.

6. BENEFITS

A. Retirement

The Superintendent shall be entitled to participate in the appropriate retirement system.

B. Insurance

The Superintendent shall be entitled to participate in the insurance programs currently available to similarly situated employees of the District.

C. Holidays

The Superintendent shall be entitled to the following paid holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, ½ day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

D. Vacation

The Superintendent shall be entitled to twenty-five (25) days of vacation per year. Such vacation days may not be taken during the workdays set forth above except with notice to the Committee. The Superintendent may carry over up to ten (10) vacation days into the new year; however, at no time may the Superintendent have a balance of unused vacation days which exceeds thirty (35).

Vacation days will be earned monthly at a rate of 2.08 days per month, but the allotment for the year will be advanced and may be used starting July 1 each year. If the Superintendent leaves before June 30, the Superintendent's vacation days will be prorated based on the monthly allotment according to the number of days worked during that fiscal year. It is understood that if the Superintendent leaves the District, she will reimburse the District for any time that has been taken but not earned. Any accumulated vacation days will be paid out upon separation from employment. In most cases, any used but unearned vacation time will be deducted from the final pay.

E. Personal Days

The Superintendent shall be entitled to two (2) personal days per year for personal, legal, business, household, or family matters which cannot be taken care of other than during workdays. Personal days may accumulate but will not be paid out upon separation from employment.

F. Bereavement Leave

The Superintendent may be granted up to five (5) days with pay when such absence is occasioned by the death of relatives residing in the household of or with the Superintendent, or when such absence is occasioned by the death of a father, mother, husband, wife, son, daughter, brother, sister, father-in-law, or mother-in-law.

Up to three (3) days with pay may be granted when such absence is occasioned by the death of a sister-in-law, daughter-in-law, son-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, or grandchild.

Not more than one (1) day may be granted for attending funerals of close friends, cousins, student, or co-workers.

G. Sick Leave and Sick Leave Buyback

Sick leave is leave with pay for sickness or accident, the nature of which incapacitates the Superintendent from performing the duties of her position. The Superintendent will be entitled to eighteen (18) days per year, accumulated from year to year with no maximum. Up to ten (10) of the eighteen (18) sick leave days per year may be used for sickness of an immediate family member including spouse, child, parent, sibling, or other family member residing in the household.

Upon retirement or death after at least fifteen (15) years of service or voluntary separation after at least twenty (20) years of service, the Superintendent, or her personal representative, shall be entitled to a payment of 35% of her unused sick leave at her per diem rate, up to a maximum of \$25,000.

H. Longevity

The following longevity pay will be paid out in addition to salary on an annual basis upon completion of the designated number of complete years of service, such pay will not be used for any per diem rate or salary adjustment calculation:

- After 10 years - \$800
- After 15 years - \$1,200
- After 20 years - \$1,600
- After 25 years - \$2,000
- After 30 years - \$2,400
- After 35 years - \$2,800

I. Other Benefits

The Superintendent shall be entitled to receive any additional benefits, which are extended to other District employees during the term of this Contract.

7. EXPENSES RELATED TO PROFESSIONAL ACTIVITIES

The District shall pay expenses reasonably incurred in the performance of the Superintendent's duties under this Contract. Such expenses shall include, but not be limited to, registration, transportation, lodging and meals to attend appropriate meetings and conferences. The Superintendent and Committee shall annually agree upon a budget for such meetings and conferences. Mileage expenses for travel more than ten (10) miles away from the Superintendent's office assignment shall be reimbursed at the prevailing IRS rate. All of the above expenses are subject to the City of Chicopee Travel Policy.

The Committee agrees to pay the professional dues for the Superintendent's membership in the following organizations:

- Connecticut Valley Superintendents Roundtable;
- Massachusetts Association of School Superintendents;
- American Association of Superintendents;
- Association for Supervision and Curriculum Development;
- Massachusetts School Administrators Association; and
- National Elementary School Administrators Association.

The District shall also pay expenses for the Superintendent's participation in an induction and mentoring program provided by the Massachusetts Association of School Superintendents during the first year of her employment.

8. CERTIFICATION

The Superintendent agrees to maintain certification for the position as required by the Commonwealth of Massachusetts at all times relevant to this Contract.

9. EVALUATION

The Superintendent shall be evaluated in accordance with Committee policy.

10. TERMINATION

This Contract, and the obligations and liabilities of the parties hereto under the Contract, shall terminate upon the occurrence of any of the following:

- dismissal of the Superintendent in accordance with Chapter 71 of the General Laws of the Commonwealth of Massachusetts;
- the mutual agreement of the parties hereto.

The Superintendent may terminate this Contract or her employment upon nine (9) months written notice to the Committee.

The Committee may terminate this Contract upon 90 (ninety) days written notice to the Superintendent with or without just cause upon a two-thirds vote of the whole Committee.

11. INDEMNIFICATION

The District shall defend, hold harmless, and indemnify the Superintendent 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 her duties as Superintendent, even if said claim has been made following termination from employment, provided that the Superintendent acted within the scope of her duties to the extent of and in accordance with Massachusetts General Laws, Chapter 258. The Superintendent agrees to cooperate with the District in defending any such claims. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon without recourse to the Superintendent. This section shall survive any termination of this Contract.

12. ENTIRE AGREEMENT

This Contract embodies the entire 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. Any amendments or changes to this Contract shall be in writing and signed by both parties.

13. INVALIDITY

If any paragraph, part, or section of this Contract is deemed to be contrary to law or invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and remain in full force and effect.

14. RATIFICATION BY COMMITTEE

This Contract shall become binding upon the parties by a vote of the Committee in accordance with Committee policy.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract and a duplicate thereof this ____ day of November 2019.