

LEICESTER PUBLIC SCHOOLS
Superintendent of Schools
EMPLOYMENT AGREEMENT

This Agreement is made by and between the Leicester School Committee (hereinafter referred to as "the District") and XXXXX XXXXXXXXX (hereinafter referred to as the "Superintendent" or "employee").

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

1. Employment: The District hereby employs XXXXX XXXXXXXXX as Superintendent of Schools and the Superintendent hereby accepts employment under the following terms and conditions:

2. Term: The Superintendent shall be employed for a three (3) year period commencing no later than July 1, 2022, and terminating June 30, 2025, unless further extended or earlier terminated as provided in this Agreement. The work year shall consist of twelve (12) months, less weekends and holidays listed below:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	day after Thanksgiving
Patriots Day	day before Christmas
Memorial Day	Christmas Day
July 4 th	New Year's Eve
Day Labor Day	Juneteenth

3. Compensation: The Superintendent shall be paid an annual salary of \$176,718.00, less all lawful withholdings and deductions, for the first year of this Agreement. Increases to this annual salary will be made in each of the following two years up to a rate of 2.25% depending upon the economy, the District's finances, and the Superintendent's performance. The annual salary will be pro-rated for any portion of a year worked.

The District agrees to reimburse the Superintendent for the cost of an annuity, said reimbursement not to exceed five thousand dollars (\$5,000) per contract year, paid directly to an annuity provided of the Superintendent's choice in December and June.

4. Duties: The Superintendent shall perform the duties of the Superintendent of Schools as prescribed by the laws of Massachusetts and the policies established by the Committee. He will be knowledgeable of changes in trends, laws, rules, or regulations in his area of expertise,

and provide reports to the Committee of his activities and as requested. The Superintendent, in conjunction with the Committee, shall develop annual job goals that will become part of the criteria used to evaluate the Superintendent.

The Superintendent recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Committee and will expend the time and effort beyond the normal eight (8) hour work day/40-hour work week necessary to effectively achieve the goals and purposes of the Leicester School District.

5. Evaluation: The Superintendent shall fulfill all aspects of this Agreement. Any exception thereto shall be by mutual agreement between the Superintendent and the Committee in writing. The Superintendent and Committee shall meet prior to September 15th of each year to establish goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated. The Committee shall evaluate the performance of the Superintendent in accordance with Massachusetts law and Department of Education guidelines and no later than June 15th of each year.

6. Professional Activities: The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature, including coursework and conferences, as he sees fit, provided they do not derogate from his responsibilities as Superintendent.

7. Reimbursement for Expenses: The District shall reimburse the Superintendent for all authorized expenses reasonably incurred in the performance of duties under this Agreement. Such expenses shall include, but not be limited to, costs of ground transportation and authorized expenses relative to attendance at appropriate local, state, and national meetings or conferences or attendance at courses, seminars or other activities. The Superintendent is eligible to receive tuition reimbursement for one course per year taken in a related field at an accredited college or university or his choice. Tuition reimbursement at the Worcester State University rate will be paid for courses taken in the fiscal year in which applicable credit is earned and payment will be made upon proof of successful completion and submission of paperwork required for reimbursement. The District shall reimburse the Superintendent for all approved out of District travel on behalf of the District for which he uses his personal vehicle at a rate established by the District.

8. Fringe Benefits: The Superintendent is eligible to receive benefits provided to other School District Administrators, as may be amended from time to time in the sole discretion of the District. Modification of such benefits, including contribution toward the cost of benefits, shall not constitute a breach of this Agreement or any extension thereof and the District reserves the right to change, amend or end benefits. In the event of any direct conflict between this

Agreement and any practice of the District related to Administrator benefits, the provisions of this Agreement shall prevail.

a) Health, Life, Dental and Retirement: The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c.32, Section 2. The Superintendent shall be entitled to all fringe benefits including but not limited to health, life, disability, and dental provided to all other District employees. For health insurance, the Town currently (2022) pays 70% of the cost of such insurance and the Superintendent is responsible for the balance of 30%. Should this Agreement be terminated for the purpose of retirement, , the Superintendent, subject to the Town's retiree health insurance policy and/or rules, shall be entitled to health insurance benefits in his retirement and he will contribute 50% of the cost and the Town will contribute 50%.

b) Sick Leave and Extended Sick Leave: The Superintendent shall be granted forty (40) days of sick leave at the start of his employment; thereafter, he shall accrue sick leave at the rate of 1.50 days per month and will be credited as of the first day of the month. However, the "up front" forty (40) days must first be earned back before accumulation beyond the forty (40) days is granted. Five (5) sick days may be used for family sick/bedside care. Sick days may accrue to a maximum of one hundred (160) days exclusive of the paid legal holidays listed in this Agreement.

Upon separation from the District, the Superintendent will be compensated for unused sick time, up to a maximum of three (3) days per year of service at a per diem rate in effect for the year in which the days are redeemed. [For example, at the end of 3 years the Superintendent will be compensated for nine (9) days of unused sick time.]

In addition to regular sick leave described above, the Superintendent, who has by reason of his own continuing illness depleted his sick leave allowance, will be eligible for an extended sick leave allowance equal to one half (1/2) the number of sick leave days credited to him as of the onset of his illness. In no case, however, shall the extended sick leave allowance be greater than 50 days. Eligibility for such extended sick leave allowance shall be determined by the Leicester School Committee, whose decision is not subject to a grievance procedure or legal action. No extended sick leave will be granted for an absence of less than 15 days.

c) Personal Leave: The Superintendent shall be granted time off for which he will be paid at his normal rate to conduct personal business that cannot be conducted outside regular working hours. Such personal leave shall not exceed four (4) days in one fiscal year and shall not be used for vacation-type activities. The Superintendent will coordinate his use of personal leave with the Chair of the School Committee. If the Superintendent does not use the four (4) personal days during any school year, the unused personal leave days will be added to the employee's accumulation of unused sick days.

d) Vacations: The Superintendent shall be entitled to (25) twenty-five days of vacation per fiscal year. The Superintendent may carry over five (5) vacation days from the previous work year. There shall be no accumulation of vacation days from year to year other than as set forth above without prior approval of the Committee. On an annual basis, the Superintendent may redeem up to ten days of accumulated but unused vacation leave by notifying the Committee of his intent to do so on or before June 1st of each year of this agreement. The redemption shall be at a per diem rate in effect for the year in which the days are redeemed. If for any reason this Agreement is terminated prior to June 30, 2025, vacation will be pro-rated according to the number of days worked.

e) Bereavement: The Superintendent will be allowed leave with pay up to five (5) days at any one time in the event of death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren. Three days will be granted for aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law and one day for any other relative of the employee. If additional time is needed, the Superintendent must make a written request to the School Committee. Such time, if approved, will be deducted from the Superintendent's accumulated sick time.

f) Jury Duty: Should the Superintendent be required to be absent from work because of jury duty, he shall continue to be paid his regular salary during the period of time that he is on jury duty for the first three (3) days. For the fourth and subsequent days of juror service, the Superintendent will be paid the difference between his regular wages and the amount received as juror compensation. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

g) Travel Allowance: A travel allotment of \$1400 will be paid in two \$700 increments in December and June.

h) Phone Allowance: A monthly allowance for the work-related use of the personal cell phone by the Superintendent shall be compensated at the rate of \$50.

9. State Certification: The Superintendent shall have, and maintain during the term of this Agreement, a state certification for Superintendent.

10. Termination:

a) By the School District. The School District may terminate the employment of the Superintendent at any time during the term for good cause after written notice and hearing. Written notice shall be given fifteen (15) days prior to a hearing, and shall include the reasons for the proposed action. The hearing shall be conducted before the School Committee or a hearing officer designated by the School Committee. The Superintendent shall have the right to counsel, the right to present and cross-

examine witnesses, and the right to present evidence at such hearing. As used herein, “good cause” shall mean any grounds put forth by the School Committee that are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system.

No decision maker may apply a definition of the words “good cause” other than the definition appearing immediately above. Review shall be limited to the question whether such grounds were put forth in good faith.

Upon a termination for good cause, the School Committee shall have no obligation to pay the Superintendent any amount except as provided for in paragraph 10. d. below or otherwise required by law.

- b) Resignation by the Superintendent. The Superintendent may terminate his employment upon ninety (90) days’ prior written notice to the Superintendent.
- c) Mutual Agreement. This Agreement and the Superintendent’s employment may be terminated at any time by mutual agreement of the parties.
- d) Upon termination of this Agreement for any reason, the Superintendent shall be paid the full amount of salary and other benefits or compensation earned through the date of termination.
- e) Termination of the Superintendent’s employment for any reason as stated above shall terminate this Agreement.

11. Renewal:

- a) In the event the School District intends to renew the Superintendent’s employment with the District following the expiration of this Agreement, the Superintendent will be provided with written notice of such intent no later than three (3) months before the end of the Agreement’s term.
- b) If the District does not give written notice of intent to renew by the date listed in paragraph (a) above, this Agreement and the Superintendent’s employment with the District shall end on the expiration date of the Agreement.
- c) A non-renewal of this Agreement shall not constitute a termination or dismissal of the Superintendent but rather a conclusion of the contract term.

12. Consultation; No Representation: The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability, and implications of this Agreement, and that the District has made no representations or warranties to the Superintendent concerning the terms, enforceability, or implications of this Agreement other than as contained herein.

13. Entire Agreement: This Agreement 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 in writing signed by the party against whom enforcement thereof is sought.

14. Invalidity: If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

15. Interpretation: The parties acknowledge that this Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, and enforced by courts located in the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the date indicated below, to be effective on the date agreed upon by the parties.

Superintendent of Schools Date: School Committee Chair Date: