

AGREEMENT
BY AND BETWEEN
LEOMINSTER SCHOOL COMMITTEE
AND
JAMES R. JOLICOEUR

THIS AGREEMENT, made this ____ day of _____, 2014 by and between the LEOMINSTER SCHOOL COMMITTEE (hereinafter referred to as the “Committee”) and JAMES R. JOLICOEUR (hereinafter referred to as the “Superintendent” or “Jolicoeur”).

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

1. EMPLOYMENT: The Committee hereby agrees to employ James R. Jolicoeur as Superintendent of the Leominster Public Schools, for a period commencing on July 1, 2014 and ending on June 30, 2019 (unless otherwise terminated as provided below, or unless otherwise extended as provided below by mutual agreement). The Committee will notify the Superintendent on or before November 1, 2018 whether it intends to extend this agreement. If the Committee does not notify the Superintendent of its intentions in writing by said date, the contract will be extended without further action of the parties for an additional twelve months and then expire on June 30, 2020. However, the obligation of the School Committee to provide this type or length of notice is contingent upon and subject to the Superintendent’s obligation to notify and remind the School Committee Chairperson and Secretary (separately and in

writing) of the provisions and effect of this paragraph, between August 1st and September 1st in the year 2018.

2. COMPENSATION: The Superintendent hereby accepts such employment at an initial annual salary of One Hundred Seventy Thousand Dollars (\$170,000). Following the evaluation process as set forth in paragraph 11 hereof, the parties shall meet in Executive Session to discuss salary to be paid to the Superintendent in the upcoming contract year. Such discussions shall include considerations of merit as determined by the evaluation process. In addition to any such salary increases, the Superintendent's annual salary shall be increased by five thousand (\$5,000.00) dollars, beginning in the employment year after he obtains his doctoral degree. The Superintendent's salary shall not be reduced at any time during the term or extended term hereof. In any event, no increase shall be effective or paid during any contract year which commences after the Superintendent's notice of resignation pursuant to paragraph 6 below.

3. DUTIES: The Superintendent shall competently, faithfully, efficiently, professionally, promptly and in a becoming manner, perform all of the duties of Superintendent of Schools, including but not limited to the services, duties and obligations required by this contract, as required by applicable state and federal laws and regulations (including but not limited to the provisions of Massachusetts General Laws and M.G.L. c. 43:32 and M.G.L. c. 71 and also specifically including sections 37, 37H, 40, 42, 42D, 59 and 59B of Chapter 71), and as required by the lawful rules, regulations, policies and decisions of the Committee. Due to the unique nature of this employment, it is understood and

agreed that in order to properly perform the job, the Superintendent may need to expend additional time beyond the normal workday, and the Superintendent agrees to do same as it is required. Such additional time includes but is not limited to time required to represent the Committee at various meetings and events, meeting with the Committee and other school and municipal boards, commissions, departments, and time necessitated by emergency situations. As the duties of the position are unique, it is contemplated that the Superintendent may occasionally need to work off-site and may occasionally need to utilize time during working hours for necessary personal business which is brief in nature and which cannot otherwise be reasonably accomplished during non-working time. Such time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave. It is acknowledged that the position of Superintendent of Schools is that of an executive nature as that term is used in the Fair Labor Standards Act and its rules and regulations. Accordingly, there shall be no paid overtime or additional compensation for said additional time.

4. CODE OF ETHICS: Failure of the Superintendent to fulfill the obligations under this contract will be viewed as a violation of the Code of Ethics of the Massachusetts Association of School Superintendents, and will be reported by the Committee to the appropriate state and national associations of the Superintendent and to state educational authorities. Failure of the Committee to fulfill their obligations under this contract will be viewed as a violation of the Code of Ethics of the Massachusetts Association of School Committees, and will be

reported by the Superintendent to the appropriate state and national associations of the Commonwealth, and to state educational authorities.

5. DISCHARGE: During the term of this Agreement or extension hereof, the Superintendent shall be subject to discharge for good cause subject only to the following rights of the Superintendent. For purposes of this contract, "good cause" shall mean any ground that is put forth by the Committee in good faith as warranting discharge and which is not arbitrary or irrelevant to the task of maintaining an effective and efficient school system, and based upon criteria which may include but are not limited to: incompetence; failure on the part of the Superintendent to satisfy his duties and obligations under this contract, his goals and objectives and evaluations described below, or for inefficiency, or incapacity, or conduct unbecoming a Superintendent or insubordination. The Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal in sufficient detail so as to allow him a reasonable opportunity to respond, along with any documents on which the Committee relies, and if he so requests, he shall be given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committee, at which meeting he may be represented by an attorney or other representative, at his own expense, to present evidence and to call witnesses pertaining to the bases for the decision and to his status as an employee.

Should the results of such meeting not be satisfactory to the Superintendent, he shall have the right to file a petition for final and binding

arbitration with the American Arbitration Association pursuant to the procedural and administrative provisions of its voluntary labor arbitration rules. In said petition the Superintendent shall raise, or by omission waive, any legal defense or claim available to him that is subject to arbitration under this contract (except for claims which cannot by state or federal law be waived or deferred to voluntary and binding arbitration).

Under no circumstances shall the arbitrator have the power to add to or detract from the terms and conditions of this contract, nor to make an award which is contrary to law, nor to award reinstatement, nor to award any punitive damages, nor to award any compensatory or remedial damages other than back pay damages for the balance of the contract (or any extended term thereof made in writing by the parties); and the arbitrator shall not award attorney's fees or costs nor interest to any award.

6. RESIGNATION: In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving to the Committee at least ninety (90) days advance written notice of intention to do so. In such event, there shall be no penalty for resignation by the Superintendent.

7. ABSENCE: In any event the Superintendent expects to be absent from work for more than three (3) consecutive working days, the Superintendent shall notify the Chairman of the Committee in advance.

8. PROFESSIONAL ACTIVITIES: The Superintendent may occasionally accept and commit to speaking, writing, lecturing or other engagements of a

professional nature provided they do not derogate from the duties and obligations as Superintendent and are approved in advance by the School Committee Chairperson; provided further that if the Superintendent is compensated for the same he shall utilize any available paid leave time. Any expenses associated therewith shall be entirely borne by him, unless such activity is related to his duties as Superintendent of the Leominster Public Schools. The Superintendent shall not act for or become engaged as a consultant of any other school district without the prior written approval of the Committee, upon presentation to it in writing of the nature of the work and a proposed schedule of such activities.

The Committee understands that Jolicoeur may need a small amount of time to comply with meetings which are mandatory and which otherwise may conflict with his duties hereunder with respect to the dissertation component of the doctoral program; and in that regard Jolicoeur may take a reasonable amount of time to be in compliance with said requirements, and he agrees to devote to his job as Superintendent an equal amount of time so lost.

9. PROFESSIONAL ORGANIZATION DUES AND ACTIVITIES: The Committee shall pay or reimburse the Superintendent: (a) for dues for the professional associations known as the Massachusetts Association of School Superintendents (MASS), the American Association of School Administrators (AASA), the Association of Supervision and Curriculum Development (ASCD), the Massachusetts Association of School Business Officials (MASBO); and (b) for the enrollment fees and reasonable and necessary travel costs of attending (i) two annual state conferences each contract year, and (ii) one annual national

conference every year (except for the final year of the Superintendent's employment with the District) – so long as those conferences are related to the Superintendent's duties; and (c) for reasonable and necessary travel costs associated with out of District travel for professional meetings and activities related to the Superintendent's duties.

10. ANNUAL VACATION, HOLIDAY AND SICK LEAVE AND OTHER LEAVES OF ABSENCE; EQUIPMENT:

- A. The Superintendent shall be entitled to twenty-five (25) days of vacation leave each contract year, which shall be credited to him on the first day of each contract year and prorated for each partial work year based on his start and completion dated. The Superintendent may carryover unused vacation days into subsequent contract years, subject to a cumulative limit total of ten (10) at any and all times.
- B. All accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement or termination at the then in effect per diem rate of pay calculated based on the Superintendent's prevailing annual salary divided by the 260 working days in a year.
- C. The Superintendent shall be entitled to observe all holidays recognized by the Committee and made available generally to any other school employees, with pay.
- D. The Superintendent shall be credited with twelve (12) paid sick days in each contract year, to be used during times when he is incapacitated from work due to illness or injury, the Committee reserving the right to require medical proof thereof in its discretion.

Unused sick leave may be accumulated without limitation. In the event such days are not utilized, and if during the life of this agreement, the Superintendent retires in accordance with G.L. Chapter 32 or, at the expiration of the employment relationship, he shall receive payment for such unused days, calculated at the rate of fifty percent (50%) of the per diem rate (as defined above) rate in effect at the time of retirement.

- E. The Superintendent shall be entitled to three personal days per year, to be used for matters of personal exigency which cannot be accommodated by the Superintendent's usual non-work schedule or pursuant to paragraph 3 above. Such leave may not be accumulated.
- F. Bereavement Leave. The Superintendent shall be entitled to five (5) paid bereavement days annually in the event of death of the Superintendent's spouse, child, sibling, parent, grandparent, parent-in-law, sibling-in-law or child-in-law, or person who is a member of the Superintendent's immediate household.
- G. Equipment: The Superintendent shall be provided with a laptop computer and "Smart phone" or its equivalent to use for business purposes related to his duties under this contract.

The Superintendent will be responsible for assuring that the Committee secures all other statutory and other fidelity bonds needed for or required of employees of the school department.

11. ANNUAL REVIEW BETWEEN COMMITTEE AND SUPERINTENDENT:

a. Evaluation system. The Committee and Superintendent shall abide by those provisions of 603 CMR 35.00 that are applicable to the evaluation of a Superintendent of Schools, and they hereby adopt, except as modified by any terms set forth in this article 13, the evaluation system set forth in the Massachusetts Model System for Educator Evaluation, Part VI: Implementation Guide for Superintendent Evaluation, Published January 2012, including model Superintendent rubrics developed by DESE. Any amendments to the evaluation system hereby adopted shall be pursuant to mutual agreement of the parties, reduced to writing.

b. Timelines. The Committee shall meet with the Superintendent by September 1 of each year to establish the Superintendent's Annual Plan which shall include Goals and Objectives for the school system and the Superintendent.

The Superintendent shall present his mid-cycle goals review by no later than the first School Committee meeting in February. The Superintendent shall present his end of cycle report on progress toward each goal and performance against the applicable standards by no later than the first School Committee meeting in May. The Committee shall complete its end of cycle summative evaluation of the Superintendent no later than the first School Committee meeting in June.

c. Data Sources. The Committee may use whatever data sources it deems appropriate, excluding, however, anonymous surveys, provided the data it intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting in a timely manner. Due to the unreliability and potential prejudice of anonymous or so-called “360” evaluations, these instruments shall not be solicited or utilized as part of the evaluation procedure.

d. Consensus document. The evaluation report shall consist of one document reflecting the consensus of the Committee. The report shall be compiled by the Committee Chair or his/her designee, upon submission to the Chair of each member’s individual assessment of the Superintendent’s performance. Any individual assessment prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and a copy shall be provided to the Superintendent,

e. Receipt and Signing. The evaluation report delivered by the Committee will be signed by the Superintendent and placed in his personnel file.

Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation report and placed in the Superintendent's personnel file along with the evaluation report.

f. Public Discussion. All public discussion of the performance of the Superintendent will be conducted by the committee only in accordance with the Open Meeting Law, and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. .

g. Specific Written Feedback. In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.

h. Individual concerns. Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent shall have the right to schedule individual and private meetings with each committee member so that

he may discuss with each member his or her own individual concerns, conclusions and findings concerning the Superintendent's performance before they are shared with the Committee. To avoid misunderstandings and obtain input on relevant concerns from the Superintendent prior to public discussion, a committee member may not raise in a public discussion any matter not first brought privately and individually to the attention of the Superintendent pursuant to this paragraph.

i. Prompt Notice of Complaints or Concerns. Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.

j. While failure of the Committee to comply with these evaluation provisions in any year shall mean that the Committee deems the Superintendent's performance as proficient, such failure shall not require an extension of this contract or an increase in compensation or benefits.

12. **INSURANCE:** The Committee will provide Jolicoeur with Blue Cross/Blue Shield "Network Blue" or "Blue Value Plus" health insurance and dental and life insurance plans available to other City and School

Department City employees, subject to the prevailing employee contribution rates.

In addition, the Committee shall pay for the cost of the provided long term disability insurance coverage for Jolicoeur, based on the offered premium of the Leominster School Department. Should Jolicoeur become totally disabled (as defined in said insurance policy) from performing the duties of his position and be subject to a waiting period under said insurance policy, Jolicoeur shall be paid if at all for the first thirty days of disability by the use of his accumulated vacation time and personal days first, and then his accumulated sick leave. In the event that Jolicoeur thereafter continues to be disabled, he shall continue to use any sick leave, and should he exhaust the same the Committee shall pay him his usual salary thereafter – but only during that waiting period and not to exceed 60 days cumulatively, and in any event not beyond the 90th day of continuous disability. In conjunction with this provision, the Committee reserves its right to approve disability leave and to require a medical examination at its own expense in making its determination. The Committee shall reimburse the Superintendent annually up to \$2,000.00 representing the cost of life insurance coverage.

13. **BONDING:** The Committee shall bear the full cost of any fidelity or other bonds required of the Superintendent under any law or ordinance (or requested by the Committee).

14. **INDEMNIFICATION:** The Committee shall indemnify Jolicoeur when he is acting within the scope of his official duties to the extent permitted by and subject to the provision of M.G.L. c. 258. Notwithstanding any other language or

provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding upon the School Committee or the School Department unless Jolicoeur provides reasonable cooperation to the School Department or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident or events or facts occurring during his employment or services hereunder. In no case will individual Committee members be considered personally liable for indemnifying Jolicoeur pursuant to terms of this Agreement. The provisions of this paragraph shall survive the expiration of this contract and any extensions or rollovers hereof.

15. CONDITIONS PRECEDENT:

- a). The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate to act as Superintendent as required by M.G.L. c. 71:38G. The Superintendent represents and certifies, a continuing representation, that his listed credentials and experience are true and accurate.
- b). The Superintendent shall, at the option of the School Committee and at the expense of the Committee if any, furnish evidence of an initial and annual physical examination by a registered physician of the Superintendent's choice attesting in a summary way as to the Superintendent's fitness to fulfill the duties of this position, continuously and without exception save for reasonable accommodation and the requirements of law.

16. SAVINGS CLAUSE: The Superintendent and the Committee agree that the several individual members of the Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against an individual member of the

Committee in his/her personal capacity for any alleged violation of this Agreement.

17. ENTIRE AGREEMENT: This contract 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. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

18. INVALIDITY: This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts. If any paragraph or part of this Agreement is invalid or conflicts with the provisions of law, the law shall prevail; however, this shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

19. EXECUTION: This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first written above.

CITY OF LEOMINSTER

SUPERINTENDENT OF SCHOOLS

By _____
Dean J. Mazzarella, Chairman
Leominster School Committee

James R. Jolicoeur
Superintendent of Schools

Voted by Leominster School Committee on _____