

CONTRACT OF EMPLOYMENT
BETWEEN
THE QUINCY PUBLIC SCHOOLS
AND
, SUPERINTENDENT

The following Contract of Employment is made and entered into by the Quincy Public Schools, represented by the Chairman of the Quincy School Committee, the Honorable _____ and _____ This contract describes the terms and conditions of employment of _____ Superintendent of the Quincy Public Schools (hereinafter "Superintendent"), for the period of time set forth below.

1. Duration: This Contract of Employment shall become effective on August 17, 2020 and shall remain in full force through August 17, 2023.
2. Work Year: The work year for this position shall be the calendar year from July 1 through June 30, and shall be five (5) days per week for 52 weeks, minus paid holidays and paid vacation periods.
3. Work Day: The work day for this position shall be an 8 hour work day, plus whatever additional hours may be needed to carry out the responsibilities of the position.
4. Holidays: The following shall be paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, one-half day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, one-half day before Christmas when Christmas falls between Tuesday and Saturday inclusive, and Christmas Day.
5. Vacation Days: Paid Vacation days shall be awarded each July 1 according to the following schedule:

<u>Length of Employment by the Quincy Public Schools as of July 1</u>	<u>Paid Vacation Days</u>
less than one year	pro-rated
one year to twenty years	25 days
twenty years or more	28 days

Unused vacation time may be accumulated from year to year, but may not exceed a total of two (2) full years, not including the vacation earned in the current year.

6. Sick Leave: The Superintendent shall be entitled to sick leave in the amount of eighteen (18) days at full pay each year for absences resulting from illness or accident, or for illness or accident to a member of his immediate family. Sick leave shall accumulate, to the extent not used, without limitation, the allowable absences in any year to be the number of days accumulated from prior years' service plus those allowed for such year.

7. Personal Leave: The Superintendent shall be allowed up to two (2) days' leave with pay during each school year for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during work hours. Such personal leave days may not be accumulated beyond the year in question. However, any unused personal days, up to a maximum of two (2) per year, shall be converted and added to accumulated sick leave.

8. Bereavement Leave: The Superintendent is entitled to three (3) days of bereavement leave to be applied to the death of a member of his immediate family or household. Additional days of bereavement leave are available as needed upon request and chargeable to personal or sick leave.

9. Health/Dental/Life Insurance Benefits: The Superintendent shall be eligible to enroll in any of the City of Quincy's group health/life insurance plans, including the dental plan, under the same terms and conditions and at the same rates as are offered to other professional employees of the Quincy Public Schools.

10. Longevity Plan A: In recognition of years of service to the Quincy Public Schools, shall receive additional compensation as follows:

- | | |
|-------------------------------|-------|
| 1. After 10 years of Service: | \$400 |
| 2. After 15 years of service: | \$500 |
| 3. After 20 years of service: | \$600 |
| 4. After 25 years of service: | \$700 |
| 5. After 30 years of service: | \$800 |

Said annual compensation shall be paid in a lump-sum payment in the first paycheck in December. Eligibility for longevity payment shall be based upon years of service as of September 10th of the work year of payment.

11. Sick Leave Buy Back: If the Superintendent's employment by the Quincy Public Schools shall cease, after he has completed twenty (20) years of professional service, because of his death or retirement (from the Massachusetts Teacher Retirement System or the retirement system then in effect for Superintendents), he or his estate, as the case may be, shall be paid an amount equal to his full pay at the time his employment terminates, exclusive of stipends for extra services, for the number of days, not in excess of thirty (30) days of his accumulated and unused sick leave.

12. Salary:

<u>Work Year</u>	<u>Annual Salary</u>
August 17, 2020 – August 16, 2021	\$205,000.00
August 17, 2021 – August 16, 2022	\$210,000.00
August 17, 2022 – August 16, 2023	\$215,000.00

13. Professional Development: The Superintendent will receive reimbursement up to but not to exceed one thousand dollars (\$1,000.00) per year for the purpose of joining professional organizations, maintaining professional licenses or for other approved professional activities or expenses.
14. Mileage Allowance: The Superintendent will be reimbursed at the rate of five hundred dollars (\$500.00) per month for the use of the Superintendent's personal vehicle in the course of the Superintendent's duties.
15. Cellular Phone Allowance: The Superintendent will be reimbursed one hundred dollars (\$100.00) per month for the use of the Superintendent's personal cellular phone in the course of the Superintendent's duties.
16. Termination or Modification of Employment Contract:
This contract may be terminated or modified by mutual agreement of the parties. If the contract is to be terminated by the Superintendent, he must provide at least 60 days' notification of his intent to terminate. If the contract is to be terminated by the Committee, it must do so in a manner consistent with the terms of this agreement, the termination must be based on a just cause standard and done pursuant to the General Laws of the Commonwealth of Massachusetts.
17. Duties: The Superintendent shall perform all duties necessary to fulfill the obligations of his position and shall perform all other duties as they are assigned by the Quincy School Committee. The Superintendent recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions. The Superintendent shall perform the directed and implied duties of his position as determined by the School Committee and will expend the time and effort necessary to effectively achieve the goals and purposes of the Quincy Public Schools.
18. Entire Agreement: This agreement embodies the whole agreement between the Quincy Public Schools 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. Except as expressly provided herein, no incorporation by reference is made to any policy manual or collective bargaining agreement. This Agreement may not be changed except by a writing signed by the party to be bound or against whom enforcement thereof is sought.
19. Indemnification: It is agreed that the Quincy Public Schools shall hold harmless, defend and indemnify the Superintendent against any and all claims and actions arising out of the performance of his duties as Superintendent. The indemnification of the Superintendent shall include, without limitation, expenses, legal fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the performance of the Superintendent's duties.

20. Severability: If any paragraph or part of this Agreement is invalid, such invalidity shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

WHEREFORE, the Quincy Public Schools and _____ have caused this Contract of Employment to be executed on this 8th day of December, 2020.

for the Quincy Public Schools