

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE SUDBURY PUBLIC SCHOOLS SCHOOL COMMITTEE

AND

████████████████████

July 1, 2022 - June 30, 2026

This Employment Agreement (hereinafter referred to as "this **AGREEMENT**") is made between the **Sudbury Public Schools School Committee** (hereinafter referred to as "**the Committee**") and ██████████ (hereinafter referred to as "the Superintendent" or ██████████ ██████████). This **AGREEMENT** will be effective as of July 1, 2022. For mutual consideration expressed herein, the parties agree as follows:

1. **EMPLOYMENT:** The Committee hereby agrees to continue to employ ██████████ as Superintendent of the Sudbury Public Schools, and ██████████ accepts such continued employment on the terms and conditions contained in this **AGREEMENT**.

2. **DURATION:** This **AGREEMENT** shall become effective on July 1, 2022 upon the expiration of the agreement between the parties that expires on June 30, 2022 (herein referred to as the "the 2021-2022 Agreement"). The Superintendent shall be employed as the Superintendent of the Sudbury Public Schools for four (4) years following the expiration of the 2021-2022 Agreement, commencing July 1, 2022 through June 30, 2026, except as this **AGREEMENT** may be otherwise extended by mutual agreement or terminated as provided herein. No later than April 30, 2025, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2026. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before June 30, 2025. If they are unable to agree upon a new employment agreement or an extension of this **AGREEMENT**, then this **AGREEMENT** will expire and the Superintendent's employment will end on June 30, 2026.

3. COMPENSATION: The Superintendent will be paid a salary for each Contract Year in accordance with the following schedule:

<u>Contract Year</u>	<u>Salary</u>
July 1, 2022 - June 30, 2023	\$188,000.
July 1, 2023 - June 30, 2024	\$191,000.
July 1, 2024 - June 30, 2025	\$194,000.
July 1, 2025 - June 30, 2026	\$198,000.

The Superintendent's salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent.

The Superintendent's salary shall be earned ratably in each of the Contract Years (July 1, 2022- June 30, 2023; July 1, 2023-June 30, 2024; July 1, 2024 – Jun3 30, 2025, and July 1, 2025 - June 30, 2026) and shall be prorated for work of less than a full Contract Year. The Superintendent's salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Sudbury Public Schools.

4. WORK YEAR AND LEAVE BENEFITS:

4.1 Work Year: The work year for the Superintendent is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent for the Sudbury Public Schools, except as provided herein.

4.2 Vacation Leave: The Superintendent shall be entitled to twenty-five (25) paid days of vacation, exclusive of holidays, per contract year, prorated for less than a full contract year's work. The Superintendent may carry over fifteen (15) days of vacation each contract year up to a maximum of twenty (20) days of accrued vacation carryover. The Superintendent shall give notification to the Chairperson of the Committee of intention to take vacation. The Superintendent shall take vacation days when students are not in session unless approved by the Chairperson of the Committee.

4.3 Sick Leave: The Superintendent shall be entitled to fifteen (15) sick leave days, per contract year, with pay for work day absences due to illness or injury . Unused sick leave days will be cumulative from contract year to contract year and may accumulate up to a maximum of

one hundred eighty (180) days. Upon the Superintendent's request, the Committee, in its discretion, may grant him up to forty-five (45) additional days of sick leave due to his personal injury or illness in the event that his accumulated sick leave is exhausted. Upon termination or expiration of this AGREEMENT, the Superintendent shall not be reimbursed for any unused sick days.

4.4 Holidays: The Superintendent will be entitled to all paid holidays granted to central office staff and which fall on a regular work day, or which fall on a weekend and which are celebrated by the State of Massachusetts on the preceding Friday or next Monday.

4.5 Personal Leave: The Superintendent may be permitted to use up to five (5) days with pay for personal business each contract year. Personal days shall not accumulate from contract year to contract year.

4.6 Bereavement Leave: The Superintendent may be permitted to use up to five (5) days as bereavement leave with pay to make funeral arrangements and/or travel to attend the funeral/memorial service for the Superintendent's family. Family is defined as the Superintendent's spouse, child, parent, sibling, parent-in-law.

4.7 Tax Sheltered Annuity: The Superintendent shall be eligible to participate in a 403(b) plan established by the Superintendent but administered through the Sudbury School Department and/or the Town of Sudbury. Any contributions will be made on a pre-tax basis to the extent permitted by law. It is the intent of the parties that any contributions to the 403(b) plan will be regarded as regular compensation for retirement purposes to the extent permitted by law. The Committee shall match the Superintendent's contribution to his designated 403(b) plan by contributing up to the maximum provided for in the following schedule:

Contract Year	Maximum contribution matched by Committee
July 1, 2022 – June 30. 2023	\$5,100.
July 1, 2023 – June 30. 2024	\$5,200.
July 1, 2024 – June 30. 2025	\$5,300.
July 1, 2025 – June 30. 2026	\$5,400.

The Committee makes no representations or guarantees regarding whether the matching contributions by the Committee shall be determined to be regular compensation for retirement purposes.

5. REIMBURSEMENT FOR EXPENSES:

5.1 Business Expenses: The Committee shall reimburse the Superintendent for reasonable and necessary, documented expenses incurred in the performance of his duties upon the submission by the Superintendent of receipts of such expenses, including, but not limited to membership dues for professional organizations and associations not paid directly from Sudbury Public Schools.

5.2 Automobile Expenses: The Superintendent shall be provided with an annual vehicle allowance of \$520.00 per calendar month and paid in payroll period installments. This allowance shall provide for all necessary travel mileage, tolls, and related costs.

6. HEALTH INSURANCE: The Superintendent shall be entitled to participate in the health insurance as offered to other professional employees for the School Department of the Town of Sudbury. If the Superintendent declines to obtain such health insurance, the Committee shall pay \$500.00 per month for each month [REDACTED] voluntarily elects to not participate in the Town's health insurance plans (medical only). [REDACTED] will provide proof of insurance from another provider and will be eligible to enroll if a "qualifying event" occurs. Upon enrollment, the health insurance payments shall cease.

7. DUTIES: The Superintendent shall faithfully, diligently and competently perform the duties and responsibilities of Superintendent as provided by law. The Superintendent shall serve as the chief executive officer of the School Department and have charge of the administration of the Sudbury Public Schools consistent with law and Committee policies and directives. The Superintendent shall fulfill obligations imposed by law and regulation and all of the terms and conditions of this AGREEMENT. [REDACTED] shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies of the Committee, as they may be promulgated or modified from time to time.

8. EVALUATION: Subject to the requirements of the open meeting law, the Committee shall evaluate the Superintendent's performance and his working relationship with

the Committee. The Superintendent will be evaluated by the Committee pursuant to the educator evaluation regulations (603 CMR 35.00) adopted June 28, 2011. The Superintendent shall be entitled to append his written comments or reflections concerning the evaluation to the document prior to its insertion into his personnel file.

9. LICENSURE: The Superintendent shall furnish suitable evidence of an appropriate licensure qualifying him to act as Superintendent as required by M.G.L. Chapter 71, Section 38G and further agrees to maintain said certificate in good standing throughout the term of this AGREEMENT.

10. PROFESSIONAL DEVELOPMENT AND CONSULTING:

10.1 Professional Development: The Committee agrees to reimburse the Superintendent for reasonable and appropriate professional development activities which include, but are not limited to, the following:

- A. In-service courses;
- B. Workshops offered by EDCO and other collaborative;
- C. Local, State and National Conferences sponsored by professional organizations;
- D. Visits to and observations of other school districts.

All out-of-state travel, in order to be eligible for reimbursement must be approved, in advance, by the Committee.

10.2 Consulting/Teaching: The Superintendent may, with the advance permission of the Committee, which shall not be unreasonably withheld, undertake and engage in speaking, lecture, writing, consultative work or academic teaching assignments or other activities of a professional nature, and may receive outside compensation for such work; provided, however, that such activities do not derogate from his duties under this AGREEMENT, violate any of the provisions of M.G.L. c. 268A or give the appearance of a conflict of interest.

11. INDEMNIFICATION:

11.1 In accordance with and to the extent provided by applicable Massachusetts General Laws Chapter 258, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury

to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

11.2 The Superintendent shall, within four (4) calendar days of the time [REDACTED] is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

11.3 This Section 11 shall survive the termination of this AGREEMENT.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 By the Superintendent: The Superintendent may terminate [REDACTED] employment by submitting [REDACTED] written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty calendar (120) days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use [REDACTED] accrued vacation days prior to [REDACTED] separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to [REDACTED] final day of employment.

12.2 By the Committee: During the term of this AGREEMENT, the Committee may suspend the Superintendent from [REDACTED] position as superintendent and/or may terminate [REDACTED] employment and this Employment AGREEMENT for insubordination, incompetency, neglect of duty, or other cause. "Good Cause" herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against [REDACTED] and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within ten (10) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have [REDACTED] legal counsel present to advise

█ The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, except that the Superintendent may file a judicial action or agency action to challenge █ dismissal. Subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. In the case of a termination, if it is determined that the termination was not for good cause, the judge's authority is limited to awarding the Superintendent monetary damages which may not exceed what the Superintendent would have been entitled to had █ contract not been terminated prior to its expiration. In no case shall such award order or require the reinstatement of the Superintendent to █ position.

The Superintendent may request to use █ accrued vacation days prior to █ separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to █ final day of employment.

12.3 For Disability: Subject to applicable law, if the Superintendent is absent from work on account of a disability for more than one hundred (100) calendar days, the Committee shall have the option of terminating █ employment and this Employment AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this Employment AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

13. NOTICES: All notices required or desired to be given under this AGREEMENT will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

14. ENTIRE AGREEMENT: This AGREEMENT contains the whole agreement between the Committee and the Superintendent and effective July 1, 2022, supersedes all prior agreements between the Committee and █. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth

herein. No modification of or addition to this AGREEMENT shall be effective unless and until set forth in writing and signed by the parties.

15. REOPENER: No later than the first School Committee meeting in February 2025, the Committee and the Superintendent shall meet to negotiate potential changes to this AGREEMENT; such meeting shall be held in executive session pursuant to Massachusetts General Laws chapter 30A, section 21(a) for purpose (2) to conduct contract negotiations.

16. SEVERABILITY: If any term(s) or provision(s) of this AGREEMENT are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

17. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

18. COUNTERPARTS: This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 15 day of June, 2021.

[Redacted Signature]

Date: 6/15/2021

ON BEHALF OF THE SUDBURY SCHOOL COMMITTEE

BY:

[Redacted Signature]

Date: 6/15/21