

**CONTRACT OF EMPLOYMENT BETWEEN
SUPERVISORY UNION #29 SCHOOL COMMITTEE
AND
Michael Richard
TO SERVE AS
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT, made as of this **29th of January, 2020**, by and between the **Union#29 School Committee**, (hereinafter referred to as the "Committee") and **Michael Richard** (hereinafter referred to as the "Superintendent.")

This document hereinafter "the Agreement" or "this Agreement" - recites in full the terms and conditions under which **Michael Richard** and the **Union #29 School Committee** do hereby agree that the Superintendent shall serve as an employee of the Union #29 School Committee in the position and for the period of time set forth below.

In consideration of the mutual agreement contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Employment.** The Committee hereby employs Michael Richard as Superintendent of the Lee Public Schools and **Michael Richard** hereby accepts said employment upon the following terms and conditions of this Agreement.
2. **A. Base Term.** The Superintendent will be employed for a three-year and four month period commencing March 02, 2020, and terminating June 30, 2023, with the first year being prorated based on start date.

A. Base Compensation. For all services rendered by the Superintendent, the Committee will pay the Superintendent a salary set at an annual rate as follows:

FY20 \$135,000 prorated based on start date

FY21 \$137,700

FY22 Salary to be re-opened and negotiated for balance of agreement

FY23 Based on the ratified FY22 contract negotiations

B. Outside Professional Activities.

The Superintendent may undertake outside professional activities such as speaking engagements, writing, research, teaching, consulting, consortium and/or collective impact facilitation, or other similar professional duties and opportunities, which will not be compensated by the Committee. These outside activities may also include involvement in supporting possible and future K-12 public school and district configuration which may or may not include the Lee School District. These outside activities shall not, in the judgment of the Committee, interfere with the meeting of his responsibilities as Superintendent and will occur beyond the work commitment specified in this agreement.

3. **No Reduction in Salary during the Life of Agreement.** During the remaining term of this Agreement, the Committee may, in its discretion, adjust the annual salary of the Superintendent provided, however, that such adjustment will not reduce the annual salary of the Superintendent below the above mentioned

salary amounts unless said decrease is part of a uniform plan affecting salaries of all employees of the school system. Any adjustment in salary made during the life of this Agreement will be in the form of an amendment and will become a part of this Agreement, but it will not be considered that the Committee has entered into a new Agreement with the Superintendent nor that the termination date of the existing Agreement has been extended.

During the life of this agreement, if the Lee School Committee and Union #29 School Committee, determines to combine with other schools and/or districts, compensation for the Superintendent articulated in this agreement will be guaranteed. Any changes to this compensation, role title, or work responsibilities can only be made with consensus of the Union #29 School Committee.

4. **Duties of the Superintendent.** The Superintendent will be responsible for the care and supervision and the efficient and orderly administration of the public schools consistent with the Vision and Mission Statements under the jurisdiction of the Committee, and will faithfully and competently execute the policies and directions of the Committee, and will perform such other duties as may be assigned to him from time to time by the Committee.
5. **Termination of Employment.** The Committee may terminate the employment of the Superintendent for good cause and in accordance with the procedures set forth in M.G.L., c.71,s63 as may be amended or in any successor statute of like purpose.

The Superintendent may terminate his employment prior to the termination date of this Agreement by giving written notice to the Committee of such intent at least ninety (90) calendar days prior to his intended date of termination. Said ninety (90) calendar days' notice may be waived by written mutual agreement of both the Superintendent and the Committee.

Where good cause exists, the Committee may discharge the Superintendent upon a two-thirds vote, terminating this contract prior to the expiration date stated herein:

- a) provided the Superintendent has been informed of the charge or charges and cause or causes of his proposed discharge
- b) Provided the Superintendent has been given an opportunity for a hearing before the Committee prior to official action being taken.
- c) Said hearing shall be convened in executive session.

The Superintendent may be represented by counsel in such executive session and said counsel shall be entitled to participate on behalf of the Superintendent. The Committee shall provide the Superintendent with thirty (30) days written notice of said hearing with:

- a) a statement of the charges in sufficient detail to place the Superintendent on notice of the basis for such intended action
- b) Copies of all relevant documents on which the Committee intends to rely for such action.

6. **Extension of Agreement.** Except for the reasons stated in Termination of Employment, the Superintendent shall be entitled to written notice twelve (12) full months prior to the Committee's intention not to renew or extend this Agreement.
7. **Certificate.** The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent in the Commonwealth of Massachusetts, as required by M.G.L.,c71,s38G.

8. Reimbursement for Expenses. The Committee will reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Agreement. The Committee shall reimburse the Superintendent for attendance - including travel, food, lodging and registration expenses of professional conferences and workshops.

9. Professional Development. Funds for Professional Development will be allocated for continuing education up to \$1,000.00 annually.

10. Fringe Benefits: In addition to those otherwise noted in this Agreement, the Superintendent will be entitled to the following fringe benefits:

- a) Upon the request of the Superintendent, the Committee will enter into an agreement with the Superintendent to reduce the amount of his salary to the extent permitted by Section 403 of the Internal Revenue Code and as it may be amended from time to time and to apply the amount of said reduction in salary to the purchase of tax sheltered annuity plans for the Superintendent.
- b) An annual annuity of \$2,500 will be deposited into a 403b account chosen by the Superintendent. The first year allowance will be pro-rated based on hire date.
- c) Leave for Legal Proceedings. Leave with compensation will be granted to the extent necessary for attendance of any legal proceedings when such attendance is requested by the Committee or compelled by subpoena in third party proceedings which arise out of his performance of a duty for the Committee.

No compensated leave under this Article will be granted if the Superintendent is the defendant in a criminal case or proceedings in which the Superintendent is the adverse party to the Committee, nor for proceedings personal to the Superintendent and not directly related to his duties as the Superintendent.

- d) Medical Insurance. The Superintendent is eligible to receive the same Health Insurance benefits and options at the same rate that is available to all other Town Employees.
- e) Life Insurance. The Superintendent is entitled to receive term life insurance in the amount of \$10,000 at a rate similar to that of all Town employees.

11. Sick Leave. The Superintendent will earn sixteen (16) days paid sick leave for each complete twelve (12) month period of employment. These days will accumulate to a maximum of two hundred and twenty (220) days. Sick days will be prorated based on hire date for year one. Sick time can be used for family illness up to 25 days annually.

The Committee agrees to carry over one hundred and thirty three days (133) as an opening balance for sick days available. None of these days are eligible for payout or compensation upon separation or termination of service.

12. Personal Leave. In each school year, the Superintendent shall be granted up to three (3) days of leave for imperative personal business or legal obligations that normally cannot be attended to outside of school hours. These days do not accumulate, rollover, or are available for any form of compensation.

13. Longevity: The Superintendent will be granted longevity pay of \$1,500 on July 01 after five (5) full years of employment. Said amount shall be divided among paychecks issued each contract year.

14. Bereavement. The Superintendent will be paid up to five (5) consecutive work days for a death in the family.*

*mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, or a member of the administrator's household.

The Superintendent will be paid up to three (3) consecutive work days for a death in the family.**

**grandparent, grandparent in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

The Superintendent will be paid up to one (1) work day for a death in the family.***

***uncle, aunt, niece, or nephew.

Such days are to begin with either the day of death or day of the funeral at the Superintendent's discretion.

15. Vacation. The Superintendent will earn twenty five (25) working days, which will be prorated based on hire date. The Superintendent is allowed to roll five (5) unused vacation days into sick time. Any remaining vacation days, up to 5 days, shall be compensated at the current fiscal contract per diem rate. Any remaining balance of unused vacation days will be forfeited and deemed expired.

16. Holidays. The recognized paid legal holidays are the following:

Independence Day	Labor Day	Columbus Day
Veteran's Day	Day before Thanksgiving	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day	Christmas Day
New Year's Day	Martin Luther King Day	President's Day
Patriot's Day	Memorial Day	Good Friday

*The Superintendent may work remotely on the days between Christmas and New Years Day.

17. Evaluation. The Committee will conduct a formal evaluation after the first six months of employment and before the end of the first full year.

The performance of the Superintendent will then be evaluated at least annually during the term of this Agreement in a meeting that shall be held prior to May 1st of each year. The evaluation shall be conducted in open session and shall be based on performance criteria mutually agreed upon by the Committee and Superintendent. The Superintendent shall be provided with a copy of the written evaluation at least ten (10) days prior to the session of the Committee that is scheduled to discuss said evaluation.

18. Indemnification: The Committee shall provide legal counsel in, and shall indemnify the Superintendent against, any and all financial loss arising from any proceeding, claim, suit, or judgment by 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 at the direction of the Committee. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable; provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof

during which such assistance is rendered at his then effective per diem rate of pay.

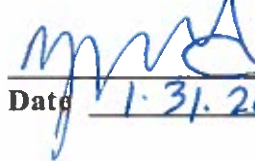
This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

- 19. Performance.** The Superintendent will faithfully fulfill and perform all of his duties and obligations under this Agreement.
- 20. Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision here in:
- 21. Notices.** Any notice required or desired to be given under this Agreement will be deemed given if in writing and sent by certified mail.
- 22. Arbitration.** The Superintendent and the School Committee agree that any controversy arising out of or in connection with his compensation, employment, or termination of employment shall be submitted to arbitration before the American Arbitration Association and be processed and resolved in accordance with the rules then in effect of such entity. Judgment upon any award rendered by the arbitrator shall be final and binding upon the parties. In the event the Superintendent or School Committee fail to abide by these terms, this section shall in no way limit or impair the School Districts or Superintendent's other legal rights including the right to enforce said provisions in a Court or competent jurisdiction.
- 23. Entire Agreement.** This Agreement embodies the whole agreement between the Committee and the Superintendent. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement shall continue in full force and effect for the term stated above unless otherwise terminated as set forth above, or modified in writing signed by the parties hereto. No modification of this Agreement shall be deemed to have or shall be given effect unless and until reduced in writing and signed by the Chairperson of the Union #29 School Committee or its designee as authorized by a vote of the Committee and the Superintendent.
- 24. Invalidity.** If any paragraph, part or, or rider to this Agreement is invalid, it will not affect the remainder of said Agreement, but said remainder will be binding and effective against all parties.
- 25. Counterparts.** This Agreement will be execute in two counterparts; each of which will 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 signed and sealed this Agreement and a duplicate thereof as of the date and year first above written.

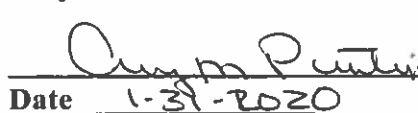
Superintendent of Schools

Michael Richard


Date 1-31-2020

Union #29 School Committee

Amy Puntin, Chair


Date 1-31-2020