

LEICESTER PUBLIC SCHOOL DISTRICT
Director of Finance and Operations
EMPLOYMENT CONTRACT

This Agreement is made by and between the Leicester Public School District acting by and through the Leicester School Committee (hereinafter referred to as “the District”) and XXXXXX (hereinafter referred to as the “Director” or “employee”) subject to School Committee confirmation at their December 11, 2018 meeting.

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

1. Employment: The District hereby employs XXXXXX as Director of Finance and Operations and the Director hereby accepts employment under the following terms and conditions:

2. Term: The Director shall be employed for the period of February 11, 2019 through June 30, 2022. Should the Director work any portion of a full year, the salary will be adjusted accordingly.

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	Patriots Day	day after Thanksgiving
day before Christmas	Christmas Day	Memorial Day
July 4 th	Labor Day	New Year’s Eve Day

The employee will be entitled to 25 vacation days per fiscal year, prorated for any portion of a year worked. Ten (10) days may be forwarded to the next fiscal year.

3. Assignment: The employee is hereby assigned to the Central Office.

4. Compensation: The Director shall be paid an annual salary of \$100,000 at such intervals as compensation is paid to other employees of the School District, less all lawful withholdings and deductions. The Director agrees to attend the Public Contracting Overview and Supplies and Service Contracting courses offered by the Office of the Inspector General within one (1) year of start of employment. The District agrees to pay the costs associated with attendance by the Director at the courses.

- a. The Director’s base salary shall be increased to \$105,000 less all lawful withholdings and deductions effective July 1, 2020 after an evaluation review with the Superintendent of Schools. The amount shall be subject to the Director’s performance and the finances of the District, including appropriation.
- b. The Director’s salary for fiscal year 2022 shall be determined by the Superintendent of Schools based upon the evaluation of the Director.
- c. The salary stated herein shall not be reduced below the amount received by the Director in the previous contract year.

- d. Annual salary shall be pro-rated for any portion of a year worked. The salary will not be reduced over the life of this contract.

5. Duties: The Director is a member of the District Leadership Team. As a member of the Team, she shall contribute to the leadership for the District and represent the Superintendent as appropriate at meetings. She will be knowledgeable of changes in trends, laws, rules, or regulations in her area of expertise, and provide reports to the Superintendent or designee of her activities and as requested. The Director, in conjunction with the Superintendent, shall develop annual job goals that will become part of the criteria used to evaluate the Director. The Director shall be responsible, in conjunction, as appropriate, with the Food Services and Facilities Directors, consistent with the Committee's policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all personnel assigned to the custodial, food services, and finance office, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of applicable state and federal laws. The Superintendent shall also have final authority, to the extent permitted by law and subject to the Superintendent's review and approval, as to the assignments and transfers of the above listed staff from school to school. The Director shall also faithfully and effectively perform the duties contained in the job description of Director.

The hours of work for this position are generally 8:00 am to 4:30 pm but can be adjusted based upon meetings and other matters. The Director recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of her position as determined by the Superintendent 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.

6. Evaluation: The Director shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the Director and the Superintendent in writing. The Superintendent and Director shall meet prior to January 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 Director is evaluated. The Superintendent will annually evaluate the Director's performance as Director of Finance and Operations in the School District.

7. Professional Activities: The Director may, subject to the Superintendent's approval, accept speaking, writing, lecturing or other engagements of a professional nature, including coursework and conferences, as she sees fit, provided they do not derogate from her duties as Director.

8. Reimbursement for Expenses: The District shall reimburse the Director for all authorized expenses reasonably incurred in the performance of duties under this contract. 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 with prior written approval by the Superintendent. The employee is eligible to receive tuition reimbursement for one course per year taken in a related field at an accredited college or university or place of her choice, with prior written approval of the Superintendent. 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 Director for all approved out of district travel on behalf of the District for which she uses her personal vehicle at a rate established by the District. A travel allotment of \$1000, paid in two \$500 increments in December and June will be provided for in-district travel.

9. Fringe Benefits:

a) Health, Life, Dental and Retirement: The Director shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. c.32, Section 2. The Director shall be entitled to all fringe benefits including but not limited to health, life, disability, and dental provided to all other non-union District employees. For health insurance, the Director will contribute 30% of the cost and the Town will contribute 70%.

b) Sick Leave and Extended Sick Leave: The Director shall earn fifteen (15) sick days per fiscal year, which days shall be accrued at the rate of 1.25 days per month and will be credited as of the first day of the next month. Sick days may accrue to a maximum of one hundred (100) days exclusive of paid legal holidays. The employee will be entitled to use up to seven (7) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's immediate household or the following immediate relatives: father, mother, sister, brother, husband, wife, daughter, or son. The employee may be required to furnish a doctor's certificate after absence of five (5) or more working days because of illness or if in the opinion of the Superintendent, the employee's absence from duty recurs frequently or habitually. There shall be no buy back of sick leave.

In addition to regular sick leave, the employee who has by reason of a continuing illness depleted her 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 her as of the onset of her 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 employee shall be granted time off for which she will be paid at her normal rate to conduct personal business that cannot be conducted outside regular working hours. Such personal leave shall not exceed three (3) days in one fiscal year, pro-rated for any portion of a year worked, and shall not be used for vacation-type activities. No more than two (2) personal days can be taken at a time and personal days cannot be taken in conjunction with holidays or vacations or first or last week of any school year with exceptions only at the discretion of and with prior written approval of the superintendent. A two-day minimum prior notice is required to use personal time unless it is an emergency. If the employee does not use the three (3) personal days during any fiscal year, the unused personal leave days will be added to the employee's accumulation of unused sick days.

d) Bereavement: The Director will be allowed leave with pay up to five (5) days at any one time in the event of death or serious illness 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, brother-in-law, sister-in-law, and one day for any other relative of the employee. If additional time is needed, the employee must make a written request to the Superintendent. Such additional time, if approved, will be deducted from the employee's accumulated sick time. All days begin with the first full day following the day of death.

e) Jury Duty: Should the Director be required to be absent from work because of jury duty, she shall continue to be paid her regular salary during the period of time that she is on jury duty. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

10. Termination and Notice of Termination: The Superintendent reserves the right to suspend or discharge the Director for good cause. As used herein, "good cause" shall mean any grounds put forth by the Superintendent that is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No Court or Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above. Any Court or arbitral review shall be limited to the question whether such grounds were put forth in good faith. The Superintendent may terminate the Director's employment with sixty (60) days written notice, and the Director may resign her employment with sixty (60) days written notice to the Superintendent.

11. Renewal:

A. In the event the School District intends to renew the Director's employment with the School District following the expiration of this Agreement, the Director will be provided with written notice of such intent no later than January 15, 2022.

B. If the School District fails to give such written notice by January 15, 2022, this Agreement and the Director's employment with the School District shall end on June 30, 2022.

C. A non-renewal of this Agreement shall not constitute a dismissal of the Director but rather a conclusion of the contract term.

12. Resolution of Disputes: The Director of Finance and Operations shall have the option of resorting either to the judicial process or to arbitration through the process of the American Arbitration Association for the purpose of resolving any and all disputes of any kind or nature which may arise under this employment contract. She shall make her claim for arbitration or file her complaint in court within thirty calendar days after the time when the claim has arisen unless otherwise mutually agreed upon by the parties.

13. Entire Agreement: This contract embodies the whole agreement between the School District and the Director 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 only be changed by written amendment executed by the School Committee and the Director.

14. Invalidity: If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated, so long as the same continues to fairly reflect the intentions of the parties.

15. Indemnification:

To the extent permitted under Massachusetts General Law Chapter 258, the School District shall defend, save harmless and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Director, provided that the Director acted within the scope of her official duties and that she acted in good faith.

The School District may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Director.

If the School District has not provided legal counsel to the Director, the School District shall reimburse the Director for any reasonable attorneys' fees and costs incurred by the Director in connection with such claims or suits against the Director in her professional capacity, provided she acted in good faith. This Section does not apply to any legal expenses of the Director in any legal actions the Director may bring in her individual capacity.

This Section shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on this ____ day of December, 2018 to be effective on the date set forth above.

DIRECTOR OF FINANCE AND OPERATIONS

XXXXXX

LEICESTER PUBLIC SCHOOL DISTRICT
Acting by and through its School Committee:

Thomas Lauder, Chair

Stella Richard, Vice-Chair

Tammy Tebo, Clerk

Nathan Hagglund, Member

Scott Francis, Member