

LEICESTER PUBLIC SCHOOL DISTRICT
Superintendent of Schools
EMPLOYMENT CONTRACT

This Agreement is made effective as of July 1, 2018, by and between the Leicester School Committee (hereinafter referred to as "the District") and XXXXXXXXXXXX (hereinafter referred to as the "Superintendent" or "employee").

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

1. Employment: The District hereby employs XXXXXXXXXXXX as Superintendent of Schools and the Superintendent hereby accepts employment under the following terms and conditions:

2. Term: The Superintendent shall be employed for a Three (3) year period commencing no later than July 1, 2018, and terminating June 30, 2021. 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	day after Thanksgiving
Patriots Day	day before Christmas
Memorial Day	Christmas Day
July 4 th	New Year's Eve
Day Labor Day	

3. Compensation: The Superintendent shall be paid an annual salary of \$160,000 for the first year of this contract. Increases to this annual salary will be made in each of the following two years at a rate of 2.00%. The annual salary will be pro-rated for any portion of a year worked.

4. Duties: The Superintendent shall perform the duties of the Superintendent of Schools as prescribed by the laws of Massachusetts and the policies established by the Committee. She will be knowledgeable of changes in trends, laws, rules, or regulations in her area of expertise, and provide reports to the Committee of her activities and as requested. The Superintendent, in conjunction with the Committee, shall develop annual job goals that will become part of the criteria used to evaluate the Superintendent.

The Superintendent 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 Committee 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

5. Evaluation: The Superintendent shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the Superintendent and the Committee in writing. The Superintendent and Committee shall meet prior to September 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 Superintendent is evaluated. The Committee shall evaluate the performance of the Superintendent in accordance with Massachusetts law and Department of Education guidelines and no later than June 15th of each year.

6. Professional Activities: The Superintendent may 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 responsibilities as Superintendent.

7. Reimbursement for Expenses: The District shall reimburse the Superintendent 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. 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 her choice. 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 Superintendent for all approved out of district travel on behalf of the District for which he/she uses her personal vehicle at a rate established by the District.

8. Fringe Benefits:

a) Health, Life, Dental and Retirement: The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c.32, Section 2. The Superintendent shall be entitled to all fringe benefits including but not limited to health, life, disability, and dental provided to all other District employees. For health insurance, the Superintendent will contribute 30% of the cost and the Town will contribute 70%. Should this contract be terminated for the purpose of retirement on, before, or after June 30, 2021, the Superintendent shall be entitled to health insurance benefits in her retirement she will contribute 50% of the cost and the Town will contribute 50%.

b) Sick Leave and Extended Sick Leave: The Superintendent shall accrue sick leave at the rate of 1.25 days per month and will be credited as of the first day of the month. Sick days may accrue to a maximum of one hundred (160) days exclusive of paid legal holidays. However, the "up front" forty (40) days must first be earned back before accumulation beyond the forty (40) days is granted. Five (5) sick days may be used for family sick/bedside care.

Upon separation from the district, the Superintendent will be compensated for unused sick time, up to a maximum of three (3) days per year of service at a per diem rate in effect for the year in

which the days are redeemed. [For example, at the end of 3 years the Superintendent will be compensated for nine (9) days of unused sick time.]

In addition to regular sick leave, the employee who has by reason of a continuing illness depleted their 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 four (4) days in one fiscal year and shall not be used for vacation-type activities. A two-day minimum prior notice is required to use personal time unless it is an emergency. If the employee does not use the four (4) personal days during any school year, the unused personal leave days will be added to the employee's accumulation of unused sick days.

d) Vacations: The Superintendent shall be entitled to (25) twenty-five days of vacation per fiscal year. The Superintendent may carry over five (5) vacation days from the previous work year: There shall be no accumulation of vacation days from year to year other than as set forth above without prior approval of the Committee. On an annual basis, the Superintendent may redeem up to ten days of accumulated but unused vacation leave by notifying the Committee of her intent to do so on or before June 1st of each year of this agreement. The redemption shall be at a per diem rate in effect for the year in which the days are redeemed. If for any reason the contract is terminated prior to June 30, 2021, vacation will be pro-rated according to the number of days worked.

e) Bereavement: The Superintendent will be allowed up to five (5) consecutive days for bereavement. The five consecutive days are calendar days, which may include Saturday and Sunday.

f) Jury Duty: Should the Superintendent 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.

9. Termination and Notice of Termination: In the event that the Superintendent desires to terminate this contract prior to the term of service, she may do so upon ninety (90) days notification to the Committee unless the Committee fixes a lesser period of time at which the resignation or release is to take effect. In the event that the Committee decides not to extend this contract, the Committee agrees to provide notification at least ninety (90) days prior to the end of the contract term.

10. 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 in writing signed by the party against whom enforcement thereof is sought

11. Invalidity: If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

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

Superintendent of Schools

Date:

School Committee Chair

Date: