

**LITTLETON PUBLIC SCHOOLS
EMPLOYMENT CONTRACT
SUPERINTENDENT of SCHOOLS**

This CONTRACT is made by and between the Town of Littleton, Massachusetts, a municipal corporation in Middlesex County, Massachusetts, acting by and through its School Committee, hereinafter referred to as the "Committee" and hereinafter referred to as _____ or the "Superintendent".

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

ARTICLE ONE - EMPLOYMENT

- 1-1. The Committee hereby employs _____ as Superintendent of Schools in Littleton for the period commencing July 1, 2021 and ending June 30, 2024.
- 1-2. The Superintendent agrees to all of the rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and the legal functions and responsibilities of school superintendents. In the event that the Committee adopts a rule, regulation or policy which is in conflict with any portion of this CONTRACT, then this CONTRACT shall prevail.
- 1-3. The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the children and the general community served by the Littleton Public Schools and it shall reflect a clear understanding that the Committee is the establishing agent of all school system policy and that the Superintendent has the responsibility to administer said policy with proper authority, in a sound, fair and ethical manner.

ARTICLE TWO - CONDITIONS OF EMPLOYMENT

- 2-1. Length of Contract - The Superintendent shall be employed commencing on July 1, 2021 and ending June 30, 2024.
- 2-2. Termination
 - 2-2.1 In the event that the Superintendent desires to terminate this CONTRACT before the term of service shall have expired, he may do so by giving at least one hundred twenty (120) calendar days' written notice of his intention to the Committee by registered mail, return receipt requested.

2-2.2 This CONTRACT may be terminated for "good cause." Without limiting the meaning of the term "good cause," it includes inefficiency, incompetence, insubordination, incapacity, conduct unbecoming a superintendent or other "good cause" as that term is used in M.G.L. c.71 , s.41. In any action challenging such termination, the Superintendent's remedy shall be limited to breach of contract damages, and specifically shall not encompass any form of injunctive or other relief, preliminary or permanent including reinstatement.

ARTICLE THREE - POSITION RESPONSIBILITIES

3-1 . License

3-1.1 The Superintendent represents that he holds a valid license from the Commonwealth of Massachusetts for the position of superintendent of schools.

3-1.2 Throughout the length of service in Littleton, the Superintendent shall furnish and maintain a valid and appropriate license qualifying him to act in this position, consistent with the requirements of Chapter 71 , Section 38G of the General Laws of Massachusetts.

3-2. Duties

3-2.1 The Superintendent shall perform faithfully, to the best of his ability, the duties of Superintendent of Schools and he shall serve as Executive Officer of the Committee as provided in Chapter 71 , Section 59 and all other General Laws of Massachusetts.

3-3. Administration and Supervision

3-3.1 Subject to the General Laws of Massachusetts, the Superintendent shall have the authority and the latitude to assign and manage all personnel so that the interests and needs of the School Department are best served.

3-3.2 Both collectively and individually, the Committee shall promptly refer all criticism, complaints and suggestions brought to its attention to the Superintendent for study, recommendation and, if warranted, subsequent action.

3-4. Performance Review

- 3-4.1 Each year during which this contract is in effect, the School Committee, in cooperation with the Superintendent of Schools, shall conduct a review and evaluation of the Superintendent's role and performance of duties under this contract. The Committee shall meet with the Superintendent to design an instrument and procedure for conducting an annual evaluation.
- 3-4.2 The School Committee shall complete its review and report its views and findings to the Superintendent of Schools once per contract year.

ARTICLE FOUR - COMPENSATION AND BENEFITS

4-1. Salary Considerations

- 4-1.1 For the period of time commencing July 1, 2021 and extending through June 30, 2024, the Superintendent shall be paid at a rate of \$189,720.00 per year payable in equal installments in accordance with the payroll schedule for other professional employees.

4-2. Insurance Coverage

- 4-2.1 The Superintendent shall be entitled to all insurance plans (medical, hospital, life, etc.) in effect for the employees of the Littleton Public Schools.
- 4-2.2 The Committee will reimburse the Superintendent for up to \$3,000 per year toward the cost of a supplemental life insurance policy.

ARTICLE FIVE VACATION and RELATED LEAVE CONSIDERATIONS

- 5-1. Vacation - The Superintendent shall receive a paid vacation of twenty-five (25) working days to be used during the calendar year, exclusive of legal holidays. Said vacation dates shall accrue monthly and may be used at any time during each contract year at the discretion of the Superintendent, with proper notification to the Committee Chairman, provided that Superintendent's absence shall not interfere with the orderly operation of the school system. Said vacation should be used within the fiscal year in which it was earned; however, the Superintendent

may carryover 10 unused days at the end of a fiscal for a maximum of 35 days at the beginning of any one fiscal year. Upon departure from the system the Superintendent will be paid for unused vacation days (not to exceed 35 workdays) at his then current per diem rate.

- 5-2. Sick Leave - The Superintendent shall be granted twenty (20) days per year of sick leave during the term of this CONTRACT. The Superintendent shall be granted an initial sick leave bank of sixty (60) days. Sick days shall accrue from year to year and unused balances may be carried over into subsequent years to a maximum total of three hundred (300) available days. Sick leave in addition to personal illness may include up to five (5) days absence per fiscal year because of sickness on a part of a near relative and members of the Superintendent's immediate household whose care of such person is the prime responsibility of the Superintendent and only until other appropriate arrangements can be made.

The Superintendent will receive payment for up to 200 leave days upon retirement at \$60.00 per unused leave day. Compensation to be provided on the last paycheck of the contract year.

- 5-3. Personal Leave - The Superintendent may be absent for up to four (4) days per fiscal year for reasons which are unusual, imperative or emergency in nature at which his attendance is required and for which no other arrangement can be made. This includes, but is not limited to, the following examples: legal proceedings, religious observances, family matters, medical emergencies, special travel arrangements or attendance at funerals.

- 5-4. Bereavement Leave — The Superintendent may take bereavement leave as follows:

- (a) up to five (5) days for a member of the Superintendent's immediate family (spouse, child, parent, sibling);
- (b) up to three (3) days for a grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law;
- (c) one (1) day for aunt, uncle, or other relative or close friend.

Said bereavement days shall not be taken from sick or personal days.

- 5-5. Bedside Care/Family Illness Leave — Up to five (5) days for the required care of a member of the immediate family, until other arrangements can be made.

- 5-6. Additional Absences - In cases of absences over and beyond those leaves including in this section, salary shall be deducted at a per diem rate of 1/260 of the annual salary of the Superintendent.

ARTICLE SIX - EXPENSE ALLOWANCES

- 6-1. Professional Expenses - Reasonable reimbursement up to \$3,000.00 per year will be made to the Superintendent for all expenses incurred at professional activities attended in fulfillment of his duties and responsibilities to the School Department. Payment will be made as soon as possible following the submission of receipts for expenses incurred.
- 6-2. Professional Dues - The Committee will provide payment of dues for the membership of the Superintendent in professional organizations of his own choice up to one thousand dollars (\$1,000) per fiscal year.
- 6-3. Massachusetts Teachers Retirement System - The Superintendent shall be a member of the Massachusetts Teachers Retirement System as required by M.G.L. c.32B.
- 6-4. Transportation Allowance - The Superintendent is required to have his own private automobile available for use in school related business. The Committee will pay the Superintendent a transportation allowance of one thousand dollars (\$1,000) per year for having his personal automobile available for travel within Littleton. Said allowance will be paid in four (4) equal quarterly installments. In addition, the Superintendent will be reimbursed at the then current mileage rate approved by the Internal Revenue Service for all out-of-district travel for which his own vehicle is used.
- 6-5. The Committee will reimburse the Superintendent's cell phone costs of up to \$70.00 per month.

ARTICLE SEVEN - MISCELLANEOUS CONSIDERATIONS

- 7-1. General Benefits - It is agreed that all fringe benefits accruing to the professional administrative personnel of the Littleton Public Schools will apply to the Superintendent. Upon retirement the Superintendent will be entitled to Retirement Benefits available to administrative personnel of the Littleton Public Schools.
- 7-2. Professional Liability
 - 7-2.1 The Superintendent shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws, Chapter 258 for any and all demands, claims, suits, actions and legal

proceedings brought against the Superintendent for actions taken within the scope of employment. This obligation shall continue in full force and effect after the Superintendent leaves his position for any reason.

7-2.2 If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the Superintendent, then the Committee will be under no obligation to indemnify the Superintendent pursuant to Section 7-2.1 of this CONTRACT.

7-3. Professional Activities - The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided said activities do not derogate from the duties as Superintendent.

ARTICLE EIGHT - ENTIRE CONTRACT

8-1. This CONTRACT embodies the entire CONTRACT 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.

8-2. This contract may not be amended except by a CONTRACT in writing signed by the parties hereto.

8-3. If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of the CONTRACT, which shall continue to be legally binding and effective as to both parties.

8-4. This CONTRACT shall be executed in three counterparts, each of which shall be deemed an original and each of which taken together shall be considered as one and the same document.

IN WITNESS THISEOF, the parties hereunto sighed and sealed this CONTRACT in triplicate.

Acceptance:

Superintendent of Schools

Littleton School Committee

Date

Date

**ADDENDUM
SUPERINTENDENT'S CONTRACT**

April 1, 2023

1. Contract is hereby extended for one year resulting in a 3-year contract from July 1, 2023, to June 30, 2026.

2. 3% increase in annual salary. Salary as of July 1, 2023, \$201,274.00

Acceptance:

I Received, read and understood the addendum.

Superintendent, Littleton Public Schools

Date

Chair, Littleton School Committee

Date