



# Southbridge Public Schools

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132 Torrey Road, Southbridge MA 01550

Telephone: (508) 764-5414

Jeffrey A. Villar, Ph.D.  
Receiver / Superintendent

## CONTRACT OF EMPLOYMENT «First\_Name» «Last\_Name»

This Agreement is made as of July 1, 2020 by and between the Southbridge Public Schools, hereinafter referred to as SPS and «First\_Name» «Last\_Name», hereinafter referred to as «Title» «Last\_Name». SPS offers to employ «Title» «Last\_Name» and «Title» «Last\_Name» accepts employment on the following terms and conditions.

1. Assignment: Effective «Start\_Date», «Title» «Last\_Name» is assigned to the position of «Job Title» for Southbridge Public Schools.
2. Term: The term of this Agreement will begin on «Start\_Date» and end on July 30, «End\_Year». The work year is 12 months. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Receiver/Superintendent to terminate the employment of «Title» «Last\_Name», at any time, subject to the provisions set forth in paragraph 11 of this Agreement.
3. Duties and Responsibilities: «Title» «Last\_Name» will perform all the duties regularly associated with the position of an «Job\_Title», including but without limitation, such duties as may be described in the SPS job description for this position, as that job description may from time to time be amended by the Receiver/Superintendent. «Title» «Last\_Name» recognizes that responsibilities are not determined by prescribed hours and will perform the directed and implied duties of the position as determined by the Receiver/Superintendent and will expend the time and effort necessary to achieve the goals and purposes of the SPS Turnaround Plan.
4. Status of Employment: «Title» «Last\_Name» will be an exempt employee for purposes of the Fair Labor Standards Act and Chapter 151 of the Massachusetts General Law. «Title» «Last\_Name» will be employed on a full-time basis.
5. Reporting Relationships: «Title» «Last\_Name» will report to and be supervised by the «Supervisor» or designee.
6. Salary: In accordance with its regular payroll cycle and effective July 1, 2020 SPS agrees to pay «Title» «Last\_Name» an annual salary of \$«Salary» less all lawful withholdings and deductions.
7. Benefits: «Title» «Last\_Name» is eligible to receive benefits provided to School District Administrators, as may be amended from time to time in the sole discretion of the School District. Modification of such benefits shall not constitute a breach of this Agreement or any extension thereof.
  - A. Sick Leave: «Title» «Last\_Name» will earn sick leave at the rate of one and one-half (1½) days per month so long as the total accumulated sick leave for «Title» «Last\_Name» does not exceed one hundred forty-five (145) days. Accumulated sick leave shall be credited to «Title» «Last\_Name» on July 1 of each fiscal year, if applicable. After three (3) consecutive work days of sickness, or any

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*It is the policy of the Southbridge Public Schools pursuant to Federal and Massachusetts laws not to discriminate against individuals on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation or disability, the administration of its educational programs, activities, or employment policies*

*Es la póliza de las Escuelas Públicas de Southbridge, de conformidad con las leyes Federales y de Massachusetts, no discriminar a los individuos por raza, color, sexo, identidad de género, religión, origen nacional, orientación sexual o discapacidad, la administración de sus programas educativos, actividades, o pólizas de empleo.*

sickness occurring one day before or after any other authorized leave, a doctor's certificate will be required for payment of said leave. The Receiver/Superintendent reserves the right to require medical documentation at any other time as a condition for payment of sick leave.

- B. Personal Leave: «Title» «Last\_Name» will be entitled to three (3) days of personal leave per fiscal year. Request for the personal leave will be made to the Receiver/Superintendent at least forty-eight (48) hours before taking such leave (except in cases of emergency in the judgment of the Superintendent). Personal leave shall be prorated in any fiscal year during which «Title» «Last\_Name» is not employed for the entire year.
- C. Holiday Leave: «Title» «Last\_Name» will be entitled to the following paid holidays: July 4<sup>th</sup>, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Good Friday, and Memorial Day (Note: Day before Christmas is only a paid holiday if school is not in session).
- D. Vacation Leave: «Title» «Last\_Name» will be entitled to five (5) weeks' vacation which will accrue at the rate of 2.08 days per month, with the ability to carryover ten (10) vacation days annually, five (5) of which must be used between July 1 and July 31 of each year or otherwise those five (5) days will be forfeited. Starting August 1, and for the remainder of the calendar year, the employee will carryover a maximum of five (5) days, if applicable.
- E. The scheduling of vacation leave is subject to the approval of the Receiver/Superintendent. Notwithstanding the provisions of this paragraph, «Title» «Last\_Name» is required to be available, without additional compensation; during vacation leave in the event that the Receiver/Superintendent, or designee, determines that «Title» «Last\_Name» presence is necessary, provided that employee will be allowed to take additional leave at a later date in place of the vacation leave not taken.
- F. Insurance: «Title» «Last\_Name» will be eligible for the same group life and health insurance benefits available to non-bargaining unit employees of SPS.
- G. Bereavement Leave: «Title» «Last\_Name» will be entitled to bereavement leave of up to five (5) consecutive working days in the event of the death of spouse, mother, father or child, and up to three (3) consecutive working days in the event of the death of brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or any other person living in the household. «Title» «Last\_Name» will also be entitled to one (1) day of bereavement leave to attend the funeral of any other relative or friend.
- H. Tuition Reimbursement: «Title» «Last\_Name» is eligible for tuition reimbursement for graduate level courses at the current rate of state college tuition as follows:
  - a. Reimbursement will be provided up to two graduate courses per fiscal year per administrator;
  - b. Reimbursement will be provided after successful completion of said graduate course at a letter grade of "B" or above;
  - c. Reimbursement will be provided after the Superintendent's Officer verifies the grade; and,
  - d. Employees must obtain approval to take the course from the Superintendent prior to enrolling in the course.

- I. Mileage: Mileage allowance for necessary travel at the prevailing rate that is paid to other professional employees of SPS.
8. Performance Evaluation: The «Supervisor» or designee will evaluate the performance of «Title» «Last\_Name» at least annually based on the model evaluation system established by the Department of Elementary and Secondary Education and additional criteria established by the Superintendent.
9. State Retirement System: «Title» «Last\_Name» shall be a member of the state retirement system as provided under Chapter 32 of the Massachusetts General Laws.
10. State Certification: «Title» «Last\_Name» shall have, and maintain, a state certification for the position during the term of this Agreement.
11. Termination of Agreement:
  - a. Dismissal. During the term of this Agreement, if «Title» «Last\_Name» has completed three (3) consecutive full years of service as the «Job Title», SPS may dismiss «Title» «Last\_Name» for good cause; otherwise, employee shall be considered an employee-at-will and may be dismissed without cause. In the event SPS intends to dismiss «Title» «Last\_Name» during the term of this Agreement and «Title» «Last\_Name» has completed three (3) consecutive full years of service in that position, it shall provide «Title» «Last\_Name» with written notice of intent to dismiss and the opportunity to review the notice of intent to dismiss with the Receiver/Superintendent within fifteen (15) days of receipt of the notice. The notice of intent to dismiss shall include the reasons for the proposed action. In all respects, this paragraph shall be interpreted to be consistent with M.G.L. c. 71, § 41 and shall not be interpreted to create any additional rights or obligations beyond those established pursuant to said section 41.
  - b. Resignation. «Title» «Last\_Name» may terminate employment upon ninety (90) days' prior written notice to the Receiver/Superintendent.
  - c. Layoff. SPS may lay off «Title» «Last\_Name» due to budget constraints, reorganization or any other lawful reason. A layoff shall not constitute a dismissal under this Agreement.
  - d. Mutual Consent. «Title» «Last\_Name» employment may be terminated at any time by mutual consent of the parties.
  - e. Termination of «Title» «Last\_Name» employment with SPS for any reason (e.g., dismissal, resignation, layoff, etc.) shall terminate this Agreement.
12. Renewal: In the event that SPS intends to renew «Title» «Last\_Name» employment with SPS following the expiration of this Agreement, SPS shall provide «Title» «Last\_Name» with written notice of such intent no later than April 1, «End\_Year». If SPS fails to give such written notice by June 1, «End\_Year» this Agreement and «Title» «Last\_Name» employment with SPS shall end. A non-renewal of this Agreement shall not constitute a dismissal of «Title» «Last\_Name» but rather a conclusion of the contract term.
13. Notices: All notices required by this Agreement will be in writing and will be deemed to have been duly delivered when delivered in person or three (3) business days after being mailed by certified mail, return receipt requested, or the next business day after being deposited, delivery pre-paid with a nationally recognized next day delivery service, as follows:

To SPS: Jeffrey A. Villar, Ph.D.  
Receiver/Superintendent  
132 Torrey Rd  
Southbridge, MA 01550

To: «Title» «First\_Name» «Last\_Name»  
«Address»  
«City» «State\_» «Zip\_Code»

14. Consultation: No Representation. «Title» «Last\_Name» acknowledges that employee has had a full and complete opportunity to consult with counsel of own choosing concerning the terms, enforceability and implications of this Agreement, and that SPS has made no representations to «Title» «Last\_Name» concerning the terms, enforceability or implication of this Agreement other than as are contained in this Agreement.
15. Completeness and Amendment: This Agreement constitutes the entire Agreement of the parties and may only be amended by a writing signed by both parties.
16. Severability: If any of the terms of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms of this Agreement will remain in full force and effect and will not be impaired or invalidated, so long as the same continues to fairly reflect the intention of the parties.
17. Interpretation: This agreement will be interpreted and construed for all purposes under the law of the Commonwealth of Massachusetts, and enforced by the courts located in the Commonwealth of Massachusetts.
18. Modification: The Receiver/Superintendent may, following consultation with «Title» «Last\_Name», modify terms of this contract in a manner consistent with the SPS Turnaround Plan, including reassigning or transferring «Title» «Last\_Name» to another professional administrative or other position within SPS for which employee is qualified to serve.

This Agreement has been duly executed by «Title» «Last\_Name» and SPS.

Southbridge School District

«Title» «First\_Name» «Last\_Name»:

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Jeffrey A. Villar, Ph.D.  
Receiver / Superintendent

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«Title» «First\_Name» «Last\_Name»

Date:

Date: