

EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE EAST BRIDGEWATER SCHOOL COMMITTEE
AND
ELIZABETH LEGAULT

November 2022

This Employment Agreement (hereinafter referred to as “this AGREEMENT”) is made between the East Bridgewater School Committee (hereinafter referred to as “the Committee”) and Elizabeth Legault (hereinafter referred to as “the Superintendent” or “Ms. Legault”). This AGREEMENT will be effective as of July 1, 2023 and as of July 1, 2023 supersedes all prior contracts between the Committee and Ms. Legault. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to continue to employ Ms. Legault as Superintendent of the East Bridgewater Public Schools, and Ms. Legault accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: The Superintendent shall be employed as the Superintendent of the East Bridgewater Public Schools for a period of five (5) years, from July 1, 2023 through June 30, 2028, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2027, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent’s employment beyond June 30, 2028. Should the Committee and the Superintendent mutually desire to continue the Superintendent’s employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2028. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT and the Superintendent’s employment will end on June 30, 2028.

3. COMPENSATION:

3.1 Salary: The Superintendent will be paid in accordance with the following schedule:

Contract Year	Base Salary
July 1, 2023- June 30, 2024	\$208,000.
July 1, 2024- June 30, 2025	\$216,000.
July 1, 2025- June 30, 2026	\$223,000.
July 1, 2026- June 30, 2027	\$229,000.
July 1, 2027- June 30, 2028	\$234,000.

The Superintendent's Base Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent.

The Superintendent's Base Salary shall be earned ratably in each of the Contract Years (July 1, 2023-June 30, 2024; July 1, 2024-June 30, 2025; July 1, 2025-June 30, 2026; July 1, 2026--June 30, 2027; and July 1, 2027-June 30, 2028) and shall be prorated for work of less than a full Contract Year. The Superintendent's base salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the East Bridgewater Public Schools.

3.2 Annuity Payment

The Committee shall make a payment to an insurance company of the Superintendent's choice for an annuity contract consistent with Massachusetts General Laws Chapter 71, section 37B and section 403(b) of the IRS code in accordance with the following schedule:

Contract Year	Payment Date	Payment Amount
July 1, 2023- June 30, 2024	On or about June 2024	\$5,000.
July 1, 2024- June 30, 2025	On or about June 2025	\$5,000.
July 1, 2025- June 30, 2026	On or about June 2026	\$5,000.
July 1, 2026- June 30, 2027	On or about June 2027	\$5,000.
July 1, 2027- June 30, 2028	On or about June 2028	\$5,000.

The annuity payment shall be prorated if the Superintendent works less than the full Contract Year.

4. WORK YEAR AND LEAVE BENEFITS:

4.1 Work Year: The work year for the Superintendent is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Superintendent for the East Bridgewater Public Schools.

4.2 Vacation Leave:

A. Accrual.

The Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.083 days per month. Accrued unused vacation cannot be carried over into a subsequent Contract Year. The Superintendent may borrow vacation days against anticipated future accrual within the same contract year.

B. Limited Vacation Buy Back.

The Superintendent may elect to receive a sum equal to her then per diem rate of pay by cashing in her accrued unused vacation days up to a maximum of ten (10) accrued unused vacation days per Contract Year. The Superintendent must notify the Committee on or before March 1 of the Contract Year in which she wishes to cash in vacation days and the number of vacation days she anticipates cashing in. For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Base Salary for the applicable Contract Year in Section 3.1 of this Agreement shall be divided by 261 days.

4.3 Sick Leave: The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 4.3. The Superintendent will be entitled to sick leave in an amount equal to, but not in excess of fifteen (15) days per Contract Year. Unused sick leave will accumulate from Contract Year to Contract Year up to a maximum of 125 sick leave days. The Superintendent may use her accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may use sick leave days for a short period of time to care for sick members of her immediate family in an emergency. Accrued unused sick leave shall not be paid out and shall be forfeited upon separation from employment.

4.4 Holidays: The Superintendent shall be entitled to the following legal holidays when such holidays are observed on a work day:

December 31st
New Year's Day
Martin Luther King Jr. Birthday
President's Day
Good Friday
Patriots' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
December 24th
Christmas Day
Juneteenth

4.5 Personal Leave: The Superintendent shall be entitled to four (4) days personal leave, with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's work day or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation days.

4.6 Bereavement Leave: The Superintendent may take up to five (5) work days at one time as bereavement leave with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's domestic partner, spouse, child, mother, father, sister, brother, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law.

5. MILEAGE ALLOWANCE, REIMBURSEMENT FOR EXPENSES, DUES, AND REGISTRATION FEES:

5.1 Mileage Allowance: The Committee shall provide the Superintendent with a mileage allowance of fifteen hundred dollars (\$1,500.) per Contract Year payable in two equal installments of seven hundred fifty dollars (\$750.) on or about December and June of each Contract Year. Such allowance is in lieu of reimbursement for mileage and shall be prorated for work of less than a full Contract Year.

5.2 Professional and Association Dues: The Committee shall pay for the costs of dues for national, state, and local professional organizations which shall have been approved initially by the Committee up to a maximum of two thousand dollars (\$2,000.00) per Contract Year. The

following dues and/or registration fees do not need School Committee prior approval but are subject to the \$2,000.00 aggregate limit per Contract Year:

- MASS annual membership fee
- Joint MASS/MASC Annual Conference registration fee
- NEASS membership/conference fee
- MIAA conference fee
- CACE conference fee
- ASCD membership fee
- AASA membership fee
- South Shore Superintendents Association membership fee

No reimbursements shall be made in excess of the two thousand dollar (\$2,000.00) limit without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.

5.3 State Conferences and Out of State Travel: All out-of-state travel must have prior approval of the School Committee Chairperson. The Superintendent shall be permitted to use the School District credit card (subject to availability of funds on the School District credit card), or shall be reimbursed if she does not use the School District credit card, for reasonable and necessary expenses incurred by the Superintendent for attendance at the annual MASC/MASS Joint Conference, the annual American Association of School Administrators conference, and other conferences, meetings, and trainings. The Superintendent may, providing the funding is available, attend national meetings, trainings and conferences with the approval of the School Committee Chairperson. The School Committee shall not be required to expend more than ten thousand dollars (\$10,000.) per Contract Year in the aggregate for reasonable and necessary expenses including but not limited to expenses for conferences, meetings, trainings, travel, lodging, meals etc. The Superintendent shall submit receipts for expenses in accordance with District procedures within 30 calendar days of incurring such expenses.

6. INSURANCE: The Superintendent may elect to obtain health, dental, and life insurance generally available to employees and their dependents in the East Bridgewater Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the East Bridgewater Public Schools, and the Superintendent recognizes that the East Bridgewater School Committee and the Town of East Bridgewater may change such terms and conditions and such insurance from time to time.

7. DUTIES AND RESPONSIBILITIES: The Superintendent shall diligently, faithfully, professionally and competently perform the duties and responsibilities of the Superintendent of Schools; shall serve as the Chief Executive Officer and the Chief Education Officer of the School District, as provided in G.L. c. 71, §59 and all other applicable laws and regulations pertaining to public education in Massachusetts; and shall be responsible to direct, organize and manage the school system, in conformity with the requirements of G.L. c. 71 and all other applicable federal and state statutes and regulations pertaining to public education, and in conformity with the lawful rules and policy determinations of the Committee. The Superintendent also shall fulfill all of the requirements and conditions in this Agreement.

The Superintendent shall attend all meetings of the East Bridgewater School Committee, unless excused by the Committee, and may participate in all Committee deliberations except when matters relating to her own employment are under consideration. She shall assist the Chairperson of the Committee in setting agendas for Committee meetings and in preparing for Committee meetings. She shall advise the Committee on policies, procedures, and plans and shall take the initiative in presenting and recommending policies, procedures, and planning issues to the Committee.

The Superintendent shall have authority, subject to law and any legally binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such a way as, in her best judgment, best serves the School District, subject to approval by the Committee.

The Superintendent recognizes that the proper performance of her duties and responsibilities will require her to work longer than the school day and that her duties and responsibilities are not confined to prescribed hours. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Agreement.

8. PERFORMANCE EVALUATION: The Committee shall devote at least a portion of one meeting before June 30th of each Contract Year to an evaluation of the Superintendent's performance and working relationship with the Committee. This performance evaluation shall be based in whole or in part upon the Department of Elementary and Secondary Education (DESE) model and upon performance criteria developed by the Committee with input from the Superintendent. The Superintendent will be informed of the criteria to be evaluated for the Contract Year on or about June of the prior Contract Year. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that her evaluations will be conducted in an open session meeting of the Committee.

9. LICENSE: The Superintendent hereby represents to the Committee that she is currently licensed to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this AGREEMENT, a valid and appropriate license qualifying her to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of her license being revoked, rescinded, suspended, or lapsed.

10. PROFESSIONAL ACTIVITIES AND CONSULTING:

10.1 Professional Activities: The Superintendent shall devote her full-time attention and energy to the business of the East Bridgewater Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent, in:

- A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
- B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
- C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 10.1.

10.2 Consulting/Teaching: The Superintendent may engage in professional consulting work or college/university teaching provided that such consulting work and/or teaching does not interfere with or detract from her work as Superintendent for the East Bridgewater Public Schools and provided that the Superintendent has obtained prior authorization from the Committee to engage in such consulting work and/or teaching and uses her vacation leave to cover her absences, if any, for such consulting and/or teaching work. The Committee shall not reimburse the Superintendent for any expenses associated with such consulting work and/or teaching.

11. INDEMNIFICATION:

11.1 In accordance with and to the extent permitted by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the 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 her employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

11.2 The Superintendent shall, within four (4) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

11.3 This Section 11 shall survive the termination of this AGREEMENT and applies retroactively to May 8, 2015, the first day of the Superintendent's employment with the District.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 By the Committee with Cause:

During the term of this AGREEMENT, the Committee may suspend the Superintendent from her position as superintendent and/or may terminate her employment and this Employment AGREEMENT for insubordination, incompetency, neglect of duty, or other cause. "Cause"

herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against her, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within ten (10) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have her legal counsel present to advise her. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

12.2 Early Termination Provision:

The Committee may terminate this Employment AGREEMENT and the Superintendent's employment at any time by providing the Superintendent with at least one hundred twenty (120) calendar days written notice and paying the Superintendent an early termination payment of fifty thousand dollars (\$50,000.) minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. In the event of termination pursuant to this paragraph, with the exception of the early termination payment which shall be paid on or by the effective date of termination, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. (The early termination payment provided for in this paragraph 12.2 is not applicable to terminations pursuant to paragraphs 12.1, 12.3, and 12.4.) The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

12.3 For Disability:

Subject to applicable law, if the Superintendent is absent from work on account of a disability for more than one hundred (100) calendar days, the Committee shall have the option of terminating her employment and this Employment AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this Employment AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

12.4 By the Superintendent:

The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty (120) calendar days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive

salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

13. NOTICES: All notices required or desired to be given under this AGREEMENT will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

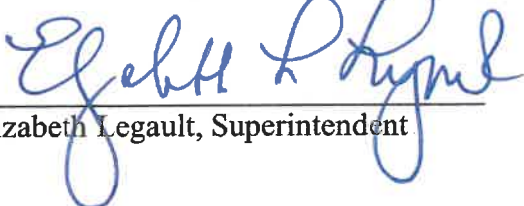
14. ENTIRE AGREEMENT: This AGREEMENT contains the whole agreement between the Committee and the Superintendent and effective July 1, 2023, supersedes all prior agreements between the East Bridgewater Public Schools and Elizabeth Legault. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this AGREEMENT shall be effective unless and until set forth in writing and signed by the parties.

15. SEVERABILITY: If any term(s) or provision(s) of this AGREEMENT are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable:

16. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.


17. COUNTERPARTS: This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

Agreed to by the parties on the date(s) indicated below.

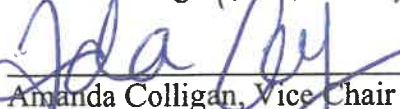

Elizabeth Legault, Superintendent

Date: 10/25/2022

BY THE EAST BRIDGEWATER SCHOOL COMMITTEE:

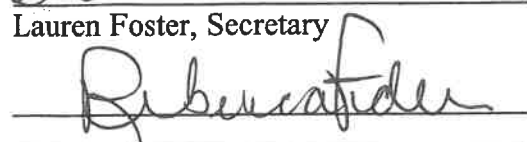

Ellen Pennington, Chair

Date: 10/25/22

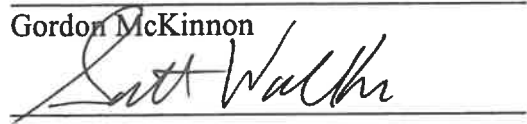

Amanda Colligan, Vice Chair



Lauren Foster, Secretary



Rebecca Fidler

Gordon McKinnon


Scott Walker