

## **EMPLOYMENT AGREEMENT**

This agreement (the "Agreement") is entered as of the 25 day of June, 2019 by and between Nicholas Leonardos, an individual living at 4 Matignon Road, Cambridge, MA 02140 ("Leonardos"), and Lowell Community Charter Public School ("LCCPS") (collectively, "the Parties").

### **1. INTRODUCTION**

WHEREAS, LCCPS is a public educational institution having as its charter and mission the education of youth in Lowell, Massachusetts; and

WHEREAS, LCCPS desires to employ Leonardos as Executive Director, and Leonardos desires to be so employed by LCCPS, on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals; the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCCPS and Leonardos agree as follows:

### **2. INTERPRETATION**

2.1. For purposes of this Agreement:

- a. "Board" shall mean the Board of Trustees of LCCPS.
- b. "Commencement Date" shall mean the start of the Employment Term as defined in Section 3.1.
- c. "Confidential Information" shall mean all information that Leonardos or LCCPS has a legal or ethical obligation not to disclose, or designated by the Board as confidential, including, but not limited to: academic, medical, social, financial and other records of applicants, students, and their families; academic records and personnel files of LCCPS; and information regarding the business, financial, or strategic plans of LCCPS.
- d. "Term of Employment" shall mean the period as defined in Section 3.1 of this Agreement.

2.2. The headings in the Agreement have been inserted for convenience of reference only and shall in no way define, limit or describe the scope or substance or any provisions of this Agreement.

### **3. TERM OF EMPLOYMENT**

3.1 Unless otherwise terminated under the provisions of Section 6 of this Agreement, Leonardos shall be employed by LCCPS for a term commencing July 1, 2019 and ending June 30, 2022. This term may be extended by written agreement of the Parties.

#### **4. DUTIES OF LEONARDOS AND EVALUATION**

4.1 Leonardos shall serve as the Executive Director of LCCPS, subject to the direction and supervision of the Board. In such capacity, Leonardos's duties shall include, but not be limited to those outlined in the Executive Director Job Description, attached hereto as Exhibit \_\_\_. In addition, he shall be responsible for:

- a. Exercising overall supervisory and managerial responsibility for LCCPS' curriculum, employees, programs and activities;
- b. Making all personnel decisions within LCCPS, subject to the Board's approval, including: assessing staffing needs; hiring and firing of LCCPS' employees;
- c. Overseeing the development of budgets and other financial reports as directed by the Board.
- d. Serving as an ex-officio member of the Board; and
- e. Complying with any and all other duties, obligations, policies, and codes of conduct that are, or may in the future be adopted by the Board or prescribed by the Commonwealth of Massachusetts by statute, regulation or guidance.

4.2 Leonardos shall not:

- a. During the Term of this Agreement, do anything that may bring LCCPS into disrepute or harm the goodwill or positive image and/or reputation of LCCPS.
- b. At any time, except in the proper performance of his duties or pursuant to an order issued by competent authority, use, disclose or make available to any person any Confidential Information. During the Term of this Agreement, Leonardos shall use his best efforts to prevent the disclosure of any such Confidential Information by any other person in the employ of LCCPS.

4.3 Evaluation. The process of evaluation for the Executive Director will follow the protocol and timeline established by the Massachusetts Department of Early and Secondary Education (“DESE”).

#### **5. COMPENSATION AND BENEFITS**

5.1 Salary: LCCPS shall pay Leonardos a salary of One Hundred and Sixty Three Thousand Dollars (\$163,000.00) on an annual basis for the fiscal year ended June 30, 2020. Compensation for each subsequent year will be determined prior to the beginning of the fiscal year. Such Salary shall be payable in bi-weekly installments. All withholding required by

federal, state, or other governmental authority and any other amounts authorized by Leonardos shall be deducted from each installment paid under this Agreement.

5.2 Work Year. The work year is defined in the Employee Handbook.

5.3 Bonus/Performance Increases. The Board and Leonardos will develop the framework for a Performance Bonus, including the establishment of written performance goals, the parameters for goal attainment and corresponding bonus level.

5.4 Professional Engagements Outside of LCCPS. Leonardos has permission to participate in lecturing, writing, speaking or other engagements of a professional nature during the course of his employment, as long as such activities do not interfere with his daily duties and advance written notice has been provided to the Board Chair. Leonardos will be reimbursed for reasonable travel costs incurred with such engagements. Any time spent on the engagement outside of the approved engagement time and reasonable travel time will be considered vacation.

5.5 Reimbursement of Expenses. Leonardos will be reimbursed for reasonable expenses incurred on behalf of LCCPS consistent with LCCPS policies.

5.6 Benefits: During the Term of this Agreement, Leonardos shall be entitled to all benefits offered to employees of LCCPS as defined in the Employee Handbook or as available to all employees.

5.7 Time off and Leaves of Absence: Leonardos shall be entitled vacation time as referenced in the Employee Handbook as a full-time administrator with 5 or more years of service. Leonardos shall be subject to the policies within the Employee Handbook for a full-time administrator for vacation carry forward and payout policies and all other such policies regarding time off and leaves of absence.

5.8 Professional Development: During the Term of the Agreement LCCPS shall allocate a maximum of \$3,000 to be spent at the discretion of Leonardos for his professional development activities. Any additional amount would require written approval of the Board Chair. In addition, Leonardos will be reimbursed for reasonable, appropriate professional association membership fees.

5.9 Electronics and Cell Phone Service: Leonardos will be reimbursed for the cost of maintaining a cell phone for communication regarding LCCPS business, as well as a laptop or other computer agreed to in writing by the Board Chair. Leonardos may obtain a replacement cell phone every 2 years or with the written approval of the Board Chair. Any property replaced must be returned to the School. At the end of Leonardos' employment, the cell phone and computer will be his property, and he will be responsible for picking up the cost of monthly service in connection with the phone. Any technology which Leonardos keeps at the end of his employment must be cleared of any school information prior to his termination.

## 6. TERMINATION

6.1 Subsequent School Years. LCCPS may in its sole discretion opt not to continue this Agreement and the employment of Leonardos for a future school year. In order to effect such an early termination, LCCPS must notify Leonardos in writing of its intent to terminate at

the end of the school year no later than December 31 of the previous year. In such event, Leonardos' employment will end on June 30 of that year and he will not be entitled to any compensation or benefits thereafter.

6.2 Termination without Notice For Cause. LCCPS may terminate the employment of Leonardos at any time for Cause without notice. For purposes of this Agreement, Cause shall be defined as: the willful and continued failure of the Executive to perform substantially his material duties with LCCPS; failure to comply with the lawful and reasonable directives of the Board; theft or destruction of school property; use of illegal substances; acts of sexual or racial harassment or any violent or abusive conduct toward a student or school employee; an act of fraud, forgery or plagiarism; conduct unbecoming a professional; or conduct in violation of the policies identified in the LCCPS Employee Handbook. If this Agreement is terminated for Cause, LCCPS will pay Leonardos a pro-rated amount based on Leonardos's base salary for all time worked.

6.3 Non-renewal. If it is the intent of LCCPS to not renew this contract after June 30, 2022, LCCPS must notify Leonardos in writing of its intent to not renew the contract by December 31, 2021. If it is Leonardos' intent to not renew this contract after June 30, 2022, he will make a reasonable effort to notify LCCPS by December 31, 2021.

## 7. DISPUTES

7.1 Arbitration: Any dispute under or in connection with this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted in accordance with rules promulgated by a recognized arbitration organization including, without limitation, the American Arbitration Association.

7.2 Fees, Costs, and Expenses: All fees, costs and expenses incurred by each party in such arbitration,, including without limitation, the arbitrator's fees and attorney's fees, shall be borne by each party unless otherwise ordered by the arbitrator.

## 8. NOTICE

Any notice or other information required or authorized by this Agreement shall be placed into the United States Mail, Certified Mail or by recognized overnight delivery service addressed as provided below:

- a. To Leonardos at: 4 Matignon Road Cambridge, MA 02140
- b. To LCCPS at: 206 Jackson Street Lowell, MA 01852

## 9. ASSIGNMENT

9.1 This Agreement is Leonardos's personal undertaking and Leonardos may not transfer or assign any of his rights or delegate any of his duties hereunder. The rights and obligations of LCCPS under this Agreement:

- a. upon any assignment, shall inure to the benefit of and be binding upon its assigns;

- b. upon any merger, consolidation, or reorganization involving LCCPS, shall become an obligation of the successor entity; or
- c. in the event LCCPS ceases its operations entirely shall terminate immediately.

**10. MISCELLANEOUS PROVISIONS:**

10.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior agreements and undertakings concerning same. This Agreement may be amended only by written instrument duly executed by both parties.

10.2 Waiver: No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.3 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall in no way affect any other provision hereof.

10.4 Applicable Law: This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

Lowell Community Charter Public School

Nicholas Leonardos



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Alicia Raspa, Board Chair