

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ARLINGTON SCHOOL COMMITTEE

AND

DR. ELIZABETH HOMAN

This Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the Arlington School Committee (hereinafter referred to as "the Committee") and Dr. Elizabeth Homan (hereinafter referred to as "the Superintendent" or "Dr. Homan"). This AGREEMENT will be effective as of July 1, 2021. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ Dr. Homan as Superintendent of the Arlington Public Schools, and Dr. Homan accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: The Superintendent shall be employed as the Superintendent of the Arlington Public Schools for three (3) years, from July 1, 2021 through June 30, 2024, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2023, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2024. 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, 2024. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire, and the Superintendent's employment will end on June 30, 2024.

3. COMPENSATION: The Superintendent will be paid in accordance with the following schedule:

<u>Contract Year</u>	<u>Annual Salary</u>
July 1, 2021-June 30, 2022	\$192,000.00
July 1, 2022-June 30, 2023	\$198,000.00
July 1, 2023-June 30, 2024	\$204,000.00

The Superintendent's Annual 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 Annual Salary shall be earned ratably in each of the Contract Years (July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; and July 1, 2023-June 30, 2024) and shall be prorated for work of less than a full Contract Year. The Superintendent's salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Arlington Public Schools.

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 Arlington Public Schools.

4.2 Vacation Leave:

A. Accrual.

The Superintendent shall be entitled to twenty (20) vacation days per Contract Year for the first two Contract Years (July 1, 2021 – June 30, 2022 and July 1, 2022- June 30, 2023) earned at the rate of 1.666 days per month. The Superintendent shall be entitled to twenty-five (25) vacation days starting in the third Contract Year (July 1, 2023 - June 30, 2024) earned at the rate of 2.0833 days per month. The Superintendent may borrow against future accrual during the same Contract Year.

B. Carry Over

A maximum of five (5) vacation days may be carried over from Contract Year to Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed twenty-five (25) in the first two Contract Years (July 1, 2021 – June 30, 2022 and July 1, 2022- June 30, 2023) and shall not exceed thirty (30) in the third Contract Year (July 1, 2023- June 30, 2024).

C. Per Diem Rate

For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Annual Salary 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. Effective July 1, 2021, the Superintendent will be granted a bank of fifteen (15) sick leave days. The Superintendent will accrue one and one-quarter (1¼) sick leave day per month commencing July 1, 2022. The Superintendent may use accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of forty-five (45) days. Unused sick leave shall not be paid out.

4.4 Holidays: The Superintendent shall be entitled to holidays in accordance with school district policy.

4.5 Personal Leave: The Committee may grant the Superintendent up to two (2) personal leave days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's workday or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year.

4.6 Bereavement Leave: The Superintendent may take up to five (5) work days as bereavement leave with pay to make funeral arrangements and/or to attend the

funeral/memorial service for the Superintendent's spouse, parent, child, daughter-in-law, son-in-law, parent-in law, sibling, grandchild, or other person residing in the Superintendent's household. The Superintendent may take one (1) workday as bereavement leave with pay to attend the funeral/memorial service for the Superintendent's grandparent, sister in-law, brother in-law, nephew, or niece. There will be a cap of fifteen (15) bereavement leave days per Contract Year available to the Superintendent under this Section 4.6; any day(s) in excess of fifteen days per Contract Year that the Superintendent may need to attend the funeral/memorial service for one of the above relatives of the Superintendent shall be deducted from the Superintendent's unused personal leave and/or vacation leave.

5. REIMBURSEMENT FOR EXPENSES, DUES, AND NSIP:

5.1 Reimbursement for Expenses: The Committee shall reimburse the Superintendent in accordance with Committee policy and procedure for reasonable and necessary, documented expenses incurred in the performance of her duties upon the presentation by the Superintendent of receipts submitted within 30 calendar days of incurring such expenses, including, but not limited to phone expenses, expenses for conferences approved in advance by the Committee, as well as membership dues for organizations approved in advance by the Committee. Such reimbursement shall not exceed five thousand dollars (\$5,000.00) in the aggregate per Contract Year. The following dues and/or registration fees do not need School Committee prior approval but are subject to the \$5,000.00 aggregate limit per Contract Year:

- MASS annual membership fee
- MASS leadership Institute program fee
- Joint MASS and MASC Conference registration fee
- American Association of School Administrators

No reimbursements shall be made in excess of the five thousand dollars (\$5,000.00) 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.

5.2 New Superintendent Induction Program: The Committee shall pay the cost for the Superintendent's participation in the MASS New Superintendent Induction Program (NSIP) for the first and second Contract Years; such cost shall be in addition to the reimbursement in Section 5.1 and shall not be subject to the \$5,000.00 limit in Section 5.1.

6. GROUP HEALTH INSURANCE: The Superintendent may elect to obtain group health insurance generally available to employees and their dependents in the Arlington Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Arlington Public Schools. The Superintendent recognizes that the Arlington School Committee and the Town of Arlington may change such terms and conditions and such insurance from time to time. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation.

7. DUTIES: The Superintendent shall have charge of the administration of the Arlington Public Schools consistent with law and Committee policies and directives. The Superintendent shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Arlington Public Schools consistent with law and Committee policy. The Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. The Superintendent shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. The Superintendent shall construct school committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Committee, unless excused, and may participate in all Committee deliberations except when matters relating to the Superintendent's own employment and/or this AGREEMENT are under consideration. The Superintendent shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school department, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committee, as they may be promulgated or modified from time to time.

8. PERFORMANCE EVALUATIONS:

8.1 Evaluations by the Superintendent: The Superintendent shall evaluate all Principals, the Assistant Superintendent, the Special Education Director, and the Chief Financial Officer each work year. The Superintendent shall ensure that all senior administrators are evaluated each work year.

8.2 Evaluations of the Superintendent: The Committee shall evaluate the Superintendent each Contract Year as provided by law in open session. Evaluations will be in alignment with the Model System developed by the Department of Elementary and Secondary Education for the evaluation of superintendents.

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: The Superintendent shall devote her full-time, attention, and energy to the business of the Arlington Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent. Subject to prior approval of the Committee, the Superintendent may participate 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 skills or backgrounds would serve to improve the capacity of the Superintendent to perform his 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.

11. INDEMNIFICATION:

11.1 In accordance with and to the extent provided 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 five (5) calendar days of the time she is served with any summons, complaint, process, notice, demand, or pleading for which indemnification under Section 11.1 is available, deliver a copy of the same to the Committee.

11.3 This Section 11 shall survive the termination of this AGREEMENT.

12. TERMINATION OF AGREEMENT:

12.1 By the Committee with Good 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 AGREEMENT for insubordination, incompetency, neglect of duty, or other good cause. "Good 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 good cause, the Committee shall provide the Superintendent with written or email notice of the reason, reasons, charge or charges against the Superintendent, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing or by email to the Chairperson of the Committee within five (5) calendar days from the date of such 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. A decision by the Committee to suspend or terminate the Superintendent under this Section 12.1 shall require affirmative votes by a minimum of four (4) members of the Committee. 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. However, under no circumstances shall a court award reinstatement, punitive or compensatory damages, attorneys' fees, costs, or interest. 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. 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. Section 12.2 shall not be applicable to terminations under this Section 12.1.

12.2 Early Termination By the Committee: The Committee may terminate this AGREEMENT and the Superintendent's employment at any time on or prior to June 30, 2024 without cause by providing the Superintendent with at least sixty (60) calendar days written notice and paying the Superintendent an early termination payment of thirty thousand dollars (\$30,000.00) minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. A decision by the Committee to terminate the Superintendent under this Section 12.2 shall require affirmative votes by a minimum of four (4) members of the Committee. In the event of termination pursuant to this paragraph, with the exception of the early termination payment which shall be paid on or about 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 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 AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination. Section 12.2 shall not be applicable to terminations under this Section 12.3.

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. Section 12.2 shall not be applicable to

terminations under this Section 12.4.

13. NOTICES: Unless otherwise provided in this AGREEMENT, 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.

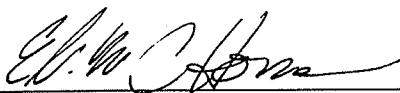
14. ENTIRE AGREEMENT: This AGREEMENT contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this AGREEMENT 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 is 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.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 17 day of December, 2020.



Dr. Elizabeth Homan, Superintendent

ON BEHALF OF THE ARLINGTON SCHOOL COMMITTEE

BY:



Jane Morgan, Chairperson
Arlington School Committee

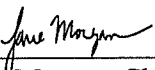
TRANSITION WORK AGREEMENT
BY AND BETWEEN
THE ARLINGTON SCHOOL COMMITTEE
AND
DR. ELIZABETH HOMAN

The Arlington School Committee (hereinafter referred to as “the Committee”) and Dr. Elizabeth Homan (hereinafter referred to as “Dr. Homan”) have entered into an employment agreement for Dr. Homan to serve as superintendent of schools for the Arlington Public Schools effective July 1, 2021; and the Committee and Dr. Homan, collectively referred to as the “parties”, wish to have an effective transition on July 1, 2021. Therefore, the parties agree to the following:

1. The Committee authorizes Dr. Homan to work in the Arlington Public Schools with the superintendent of schools and other school administrators up to and including fifteen (15) work days between February 22, 2021 and June 30, 2021. Such days shall be referred to as “transition work days”.
2. Dr. Homan shall schedule transition work days with the Arlington superintendent of schools and shall ensure that her performance of transition work for the Arlington Public Schools does not conflict with Massachusetts General Laws chapter 268A.
3. The Committee shall pay Dr. Homan a per diem rate of seven hundred dollars (\$700) for each full transition work day that Dr. Homan works in/for the Arlington Public Schools. The per diem rate shall be prorated for transition work of less than an 8-hour day. Pay for transition work shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by Dr. Homan.
4. No later than June 30, 2021, Dr. Homan shall submit an invoice to the Arlington superintendent of schools with a copy to the Chair of the Committee identifying the transition work days/time that she worked.

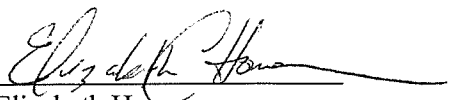
Agreed to by the parties on the date(s) indicated below.

On Behalf of the Arlington School Committee By



Jane Morgan, Chair
Arlington School Committee

Date: 12.17.2020



Elizabeth Homan

Date: 12/18/2020