

*Haverhill School Committee
Superintendent's Employment Contract*

Agreement made this day of March, 2020 between Margaret Marotta, hereinafter referred to as the "Superintendent," and the Haverhill School Committee, hereinafter referred to as the "Committee".

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

1. Employment

The Committee hereby employs Margaret Marotta as Superintendent of the Haverhill Public Schools and Margaret Marotta hereby accepts employment as Superintendent of the Haverhill Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

- a) This agreement shall commence July 1, 2020 and shall terminate June 30, 2024. This agreement specifically excludes any rollover provision.
- b) The Superintendent shall notify the Committee, in writing, on or before June 1, 2023, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c) The Committee, on or before June 30, 2023, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2024, and as of such date the Superintendent's employment shall terminate.
- d) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by August 31, 2023.
- e) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2024, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.
- f) The terms of this agreement shall supersede any prior agreement between the parties.

3. Compensation

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual base rate of pay:

July 1, 2020 to June 30, 2021

\$213,680.00

July 1, 2021 to June 30, 2022	\$217,000.00
July 1, 2022 to June 30, 2023	\$220,000.00
July 1, 2023 to June 30, 2024	\$223,000.00

Commencing on July 1, 2021 the annual salary for the Superintendent shall be \$4,000.00 higher than the salary figure above in recognition of the Superintendent holding a Doctorate degree.

The Superintendent's salary shall be paid in equal instalments in accordance with the policy of the Committee governing payment of other professional staff members.

The parties agree that the base rate shall not be reduced.

Retirement Plan Stipend:

The superintendent shall receive annually a stipend of three (3%) percent of the above annual base salary towards the purchase of a private retirement plan. Massachusetts Teacher's Retirement System contributions shall be deducted from this stipend as required by Mass. G.L. Chapter 32, Section 2.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The School Committee shall at all times act in good faith and the Superintendent shall fulfil all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

5. Goals and Objectives

The Committee and the Superintendent shall collaborate on a set of goals and objectives, including measurable outcomes, on an annual basis. If consensus between the Superintendent and the School Committee is not reached, the Committee has the right to impose a set of goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract.

6. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent. Prior to engaging in outside professional activities the Superintendent shall inform the School Committee about the time and place of the activity and the nature of the work. If the Committee determines that such activities are interfering with the performance of

the Superintendent's duties, then the Superintendent shall cease said outside activities in a timely manner at the request of the Committee.

7. Certificate

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth. The Superintendent shall immediately notify the Committee in the event her certificate is revoked, suspended or otherwise affected in any way.

8. Dismissal or Suspension

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

9. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. These expenses shall include: 1) membership in the Massachusetts Association of School Superintendents; 2) A.A.S.A.; 3) A.S.C.D.; and 5) may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All out of state expenses and dues must be approved in advance by a majority of the School Committee.

In addition, the Committee agrees to pay a travel allowance of \$500.00 per month and the Committee agrees to pay \$150.00 per month for a cell phone.

10. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (15) fifteen days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (125) one hundred twenty-five days. There shall be no "sick leave buyback". The Superintendent shall be allowed to carry over 15 sick days from her previous job in Salem, Massachusetts.

11. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

12. Vacations

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent shall be allowed to carryover up to (5) five days from any (1) one contract year to the next, but shall not be allowed to cash out any unused vacation days upon termination, resignation or retirement.

13. Bereavement Leave

The Superintendent will be allowed up to (5) five consecutive days for bereavement. The five consecutive days are calendar days, which may include Saturday and Sunday.

14. Personal Leave

The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (4) four days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

15. Religious Days

Religious Holidays will be allowed. They are not to be charged against personal or sick leave.

16. Day before certain Holidays

The Superintendent shall not be required to work on December 24 or December 31.

17. Tax Sheltered Annuities

The Superintendent may purchase tax sheltered annuities, payments to be made by payroll deduction.

18. Group Income Protection Insurance

Payroll deductions for a group income protection plan (to be paid by the Superintendent) shall be made available by the Committee.

19. Evaluation

The Superintendent's annual evaluation shall be completed by the Committee prior to the thirtieth day of June of each calendar year. If the evaluation cannot be completed by June 30 the Committee shall act in good faith and use its best efforts to complete the evaluation no later than the end of August.

20. State Retirement Association

The Superintendent shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

21. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

22. Termination Prior to Expiration

At any point during the term of this contract, this Contract and the employment of the Superintendent may be terminated for just cause.

The decision to discharge the Superintendent and to terminate this contract shall be made by a majority vote of the full School Committee. Upon such a vote, the obligations of the Committee under this Contract shall cease, excluding only the obligation to participate in the process established in this Section. The Superintendent shall have the right to service of a written notice of intent to dismiss, including an explanation of the grounds for such action in sufficient detail to permit her to respond, and documents relating to the grounds for the proposed dismissal, and shall be entitled to notice of the meeting where such vote will be taken and the opportunity to respond to the notice of intent to dismiss. The Superintendent may be represented by an attorney or other representative at such meeting.

The Superintendent may appeal any dismissal action by the School Committee to final and binding arbitration through the American Arbitration Association by filing a demand for arbitration with the AAA within thirty (30) calendar days of the School Committee's vote. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal damages or compensatory damages other than back pay or benefits. The parties agree to abide by and be bound by the decision and award of the arbitrator and that a judgment may be entered in court to enforce such award.

It is expressly understood by the Parties that this Contract contains no rollover language, or any notification requirement should the School Committee determine not to either renew it or

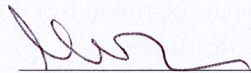
to otherwise negotiate any new contract with the Superintendent. This Contract shall expire on June 30, 2024, unless sooner terminated in accordance with the provisions hereof.

In the event the Superintendent intends to voluntarily resign employment before the natural expiration of the term of employment herein, then the Superintendent shall give the School Committee not less than ninety (90) days written notice in advance, unless the parties otherwise agree in writing.

23. Entire Agreement

This contract embodies the whole agreement 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. This may not be changed except by agreement of all parties in writing.

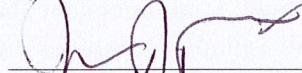
IN WITNESS THEREOF, the undersigned have executed this the contract the day and year aforesaid.



Margaret Marotta, Superintendent

HAVERHILL SCHOOL COMMITTEE

By:



James Fiorentini, Mayor