

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE MARBLEHEAD SCHOOL COMMITTEE

AND

[REDACTED]

July 1, 2016 – June 30, 2020

This Employment Agreement (hereinafter referred to as “this AGREEMENT”) is made between the Marblehead School Committee (hereinafter referred to as "the Committee") and [REDACTED] (hereinafter referred to as "the Superintendent" or [REDACTED]). This AGREEMENT will be effective as of July 1, 2016. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to continue to employ [REDACTED] as Superintendent of the Marblehead Public Schools, and [REDACTED] accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: The Superintendent shall continue to be employed as the Superintendent of the Marblehead Public Schools for the four (4) year period, from July 1, 2016 through June 30, 2020, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2019, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent’s employment beyond June 30, 2020. 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, 2020. 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, 2020.

3. COMPENSATION:

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

<u>Contract Year</u>	<u>Base Salary</u>
July 1, 2016 – June 30, 2017	\$180,000
July 1, 2017 – June 30, 2018	\$185,000
July 1, 2018 – June 30, 2019	\$189,000

July 1, 2019 – June 30, 2020

\$194,000

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, 2016- June 30, 2017; July 1, 2017-June 30, 2018; July 1, 2018-June 30, 2019; and July 1, 2019 – June 30, 2020) 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 Marblehead 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 Marblehead 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 2.08333 days per month commencing July 1, 2016.

B. Carry Over.

A maximum of ten (10) 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 thirty-five (35). For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Base 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. The Superintendent will accrue 1.25 sick leave days per month commencing July 1, 2016. The Superintendent may use her accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over her unused accrued sick leave days into subsequent Contract Years up to a maximum of ninety (90) days. Accrued unused sick leave shall not be paid out and shall be forfeited upon separation from employment.

4.4 Holidays: The Superintendent shall receive the following paid holidays:

New Year's Day
Martin Luther King Jr. Birthday
President's Day
Patriots' Day
Independence Day
Labor Day
Columbus Day

Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

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 work day 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, child, parent, sibling, mother-in-law, father-in-law, grandparent, or grandchild. The Superintendent may take up to two (2) work days as bereavement leave with pay to attend the funeral/memorial service for the Superintendent's sister in-law, brother in-law, nephew, or niece.

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

5.1 Reimbursement Subject to \$10,000 Limit per Contract Year.

The Committee shall reimburse the Superintendent for expenses incurred in the performance of her duties, excluding mileage expenses, in accordance with subsection A of Section 5.1 and shall reimburse the Superintendent for tuition in accordance with subsection B of Section 5.1. The total reimbursement for all expenses and tuition reimbursement shall not exceed ten thousand dollars (\$10,000) per Contract Year.

A. Reimbursement for Expenses (excluding mileage), Dues, Registration Fees: 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, but excluding expenses for mileage. Such reimbursement and any reimbursement provided in 5.1B of this AGREEMENT shall not exceed ten thousand dollars (\$10,000.00) 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 \$10,000.00 aggregate limit per Contract Year:

- MASS annual membership fee
- MASS leadership Institute program fee
- Joint MASS and MASC Conference registration fee

No reimbursements shall be made in excess of the ten thousand dollar (\$10,000.00) 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.

B. Tuition Reimbursement:

The Committee shall reimburse the Superintendent for tuition paid by the Superintendent for the Superintendent's attendance at and completion of a graduate-level course at an accredited college or university, provided that the Superintendent has received approval in advance from the Committee for such course and the Superintendent earns a grade of B or better. Such reimbursement and any reimbursement provided in 5.1A of this AGREEMENT shall not exceed ten thousand dollars (\$10,000.00) in the aggregate per Contract Year. Audited courses will not be reimbursed.

5.3 Mileage Allowance:

The Committee shall provide the Superintendent with a Mileage Allowance in the gross amount of two thousand dollars (\$2,000.00) per Contract Year. Such allowance shall be paid in two installments of \$1,000 each payable on or about December 1st and June 1st. The Superintendent shall not be required to provide mileage receipts and understands that the Mileage Allowance shall be subject to withholdings required by law such as withholdings for state and federal taxes.

6. INSURANCE:

6.1 Group Health Insurance: The Superintendent may elect to obtain group health insurance generally available to employees and their dependents in the Marblehead Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Marblehead Public Schools, and the Superintendent recognizes that the Marblehead School Committee and the Town of Marblehead 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 including the Massachusetts Health Insurance Responsibility Disclosure ("HIRD") form.

6.2 Life Insurance: If the Superintendent purchases a Term Life ("TL") insurance policy covering her own life and provides proof of purchase to the Committee, upon the Superintendent's written request, the Committee shall reimburse her for the premium cost of such TL insurance up to a maximum of five hundred dollars (\$500.00) per Contract Year.

6.3 Long Term Disability Insurance: If the Superintendent purchases Long Term Disability ("LTD") insurance for herself and provides proof of purchase to the Committee, upon the Superintendent's written request, the Committee shall reimburse her for the premium cost of such LTD insurance up to a maximum of one thousand dollars (\$1000.00) per Contract Year.

7. DUTIES: The Superintendent shall have charge of the administration of the Marblehead Public Schools consistent with law and Committee policies and directives. She shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Marblehead Public Schools consistent

with law and Committee policy. She shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. She 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. She shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Marblehead School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to her own employment and/or this AGREEMENT are under consideration. She shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, 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 Committees, as they may be promulgated or modified from time to time.

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 upon performance criteria developed by the Committee with input from the Superintendent. 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 or has satisfied the requirements to obtain a license 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 Marblehead 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 Marblehead 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 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, deliver a copy of the same to the Committee.

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

12. TERMINATION OF EMPLOYMENT 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 Employment 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 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.

12.2 Early Termination Provision:

The Committee may terminate this Employment AGREEMENT and the Superintendent's employment at any time without cause by providing the Superintendent with at least one hundred (100) calendar days written notice and paying the Superintendent an early termination payment of seventy thousand dollars (\$70,000.00) 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 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 calendar (100) 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, 2016 supersedes all prior agreements between the Marblehead Public Schools and [REDACTED]. 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.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 12 day of November, 2015.

[REDACTED]
[REDACTED] Superintendent

**ON BEHALF OF THE MARBLEHEAD SCHOOL COMMITTEE
BY:**



Marblehead School Committee