

MILTON PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT –SUPERINTENDENT

This Agreement is entered into as of June 16, 2008 by and between the School Committee of the Town of Milton, hereinafter referred to as the “Committee”, and (name), an individual residing in Milton, Massachusetts,–hereinafter referred to as “(name)”. In consideration of the mutual covenants contained in this Agreement, the Committee and (name) agree as follows:

1. **Employment:** The Committee hereby employs, in accordance with its statutory authority set forth in Chapter 71 of the Massachusetts General Laws, (name) as Superintendent of Schools, and (name) hereby accepts the appointment, under the terms and conditions of employment set forth herein.
2. **Term:** Subject to the provisions of Section 10 hereof, the initial term of (name)’s employment pursuant to this Employment Agreement shall be from July 1, 2008 until June 30, 2010 (as it may be extended pursuant to the terms hereof, the “Term”).
3. **Extension of Term:** On February 15, 2010, the Term of this Agreement shall be extended with the same provisions for one (1) additional fiscal year (July 1, 2010 through June 30, 2011), unless the Committee prior to February 15, 2010 shall vote not to extend this Agreement. Similarly, beginning in 2011, on February 15 of each fiscal year, the Term of this Agreement shall be further extended with the same provisions for one (1) additional fiscal year (measured from the then effective June 30 termination date to the June 30 next following), unless the Committee prior to February 15 in any fiscal year shall vote not to add such additional one (1) fiscal year to the term of this Agreement, in which case the Term shall end on June 30 of such fiscal year.
4. **Salary:** For all services rendered by (name) under this Agreement, (name) shall be paid a salary (the “Salary”) at the annual rate of One Hundred Sixty-Five Thousand Dollars (\$165,000.00), subject to increase from time to time in the sole discretion of the Committee. The Salary shall be payable in prorated and substantially equal installments not less frequently than bi-weekly for each fiscal year of July 1 to June 30 or, in the event the usual practice for payment of employees in the Milton Public Schools is hereafter amended, then in periodic installments in accordance with the usual practice for payment of such employees. During the Term, such Salary shall not be reduced. The Milton Public Schools shall undertake to make or cause the Town of Milton to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement to the extent that it reasonably and in good faith believes that it is required to make such deductions, withholdings and tax reports. Payments under

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this Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Agreement shall be construed to require the Milton Public Schools to make any payments to compensate (name) for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

5. **Salary Review and Evaluation:** The Committee shall meet with (name) at least one (1) time per fiscal year for the purpose of discussing her job description and performance, as well as the working relationship between them. A formal performance evaluation will be made in each fiscal year of the Term of this Agreement and presented to (name). The Committee shall also meet and confer with (name) prior to May 1, 2009 (and thereafter, on or before May 1 of each fiscal year of the Term of this Agreement) to discuss her evaluation and recommendation of Salary to the Committee. Such meeting may, but need not be, the same meeting as is referred to in the first sentence of this Section 5. Any Salary adjustment (which shall not be effective until and unless it is approved by the Committee) shall be effective July 1 of the fiscal year of the Term next following said review.
6. **Expense Reimbursements:** (name) shall be reimbursed for expenses reasonably incurred in the performance of her duties under this Agreement; provided, however, that reimbursement for approved attendance at appropriate local, state and national meetings shall be limited to the reasonable costs of lodging, meals and transportation; and provided further, that attendance at any out-of-state conferences will be limited to one (1) per fiscal year during the Term. Any such reimbursement shall also be subject to compliance with all documentation and other requirements in accordance with the policies and procedures for employees of the Milton Public Schools, as in effect from time to time.
7. **Professional and Association Dues:** The Committee shall assume the costs of dues incurred by (name) for membership in such state and local professional organizations, such as the Massachusetts Association of School Superintendents, to the extent such memberships are approved from time to time in writing by the Committee.
8. **Duties:** (name) shall serve as Superintendent of the Milton Public Schools and shall perform the functions of said office as outlined in the job description as set forth in the job description approved by the Committee, as the same may be amended from time to time in the sole discretion of the Committee. (name) shall devote her full time, skill, labor and attention to such office during the Term and any extension of the Term of this Agreement; provided, however, that she may, with the prior approval of the Committee, undertake consultation work, speaking

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engagements, writing, lecturing, or other professional duties and obligations, so long as they do not, in the reasonable judgment of the Committee, derogate from the full and faithful performance of her duties hereunder.

9. **Certification:** (name) shall, subject to the provisions of the second sentence of Section 1, above, -secure and maintain throughout the Term and any extension of the Term of this Agreement appropriate certification for her position hereunder in accordance with the regulations promulgated from time to time by the Massachusetts Department of Education.
10. **State Retirement Association:** (name) shall be a member of the teachers' retirement system as required by the Massachusetts General laws.
11. **Termination of Services; Compensation Upon Termination:**
Notwithstanding the provisions of Sections 3 and 4 of this Agreement, (name)'s employment under this Agreement shall terminate under the following circumstances set forth in this Section 11:
 - (a) **Termination by the Committee for Just Cause.** (name)'s employment under this Agreement may be terminated by the Committee for Just Cause without further liability on the part of the Committee or the Milton Public Schools or the Town of Milton effective immediately upon the determination of the Committee and written notice to the (name). Only the following shall constitute "Just Cause" for such termination:
 - (i) any act, whether or not involving the Committee or the Milton Public Schools or the Town of Milton or any affiliate of any of them, of fraud or gross misconduct, the latter of which shall be considered to include any act of a sexual nature that would be expected to be offensive to a reasonable employee or student;
 - (ii) dishonest statements or acts of (name) with respect to the Committee or the Milton Public Schools or the Town of Milton or any affiliate of any of them; provided, however, that in the event any projections or other financial or regulatory information is provided in good faith by (name) and is found to be inaccurate, then such inaccuracy shall not be deemed a dishonest statement hereunder;
 - (iii) the commission by (name), whether or not involving the Committee or the Milton Public Schools or the Town of Milton or any affiliate of any of them, of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud;
 - (iv) failure to perform to the reasonable satisfaction of the Committee a substantial portion of (name)'s duties and responsibilities assigned

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or delegated under this Agreement, which failure continues uncured, in the reasonable judgment of the Committee, after the expiration of thirty (30) days following written notice of such failure having been given to (name) by the Committee;

(v) gross negligence, willful misconduct or insubordination of (name) with respect to the Committee or the Milton Public Schools or the Town of Milton or any affiliate of them; or

(vi) a breach by the (name) of any of (name)'s obligations under this Agreement.

(b) If (name)'s employment with the Committee is terminated for any reason during the Term, the Milton Public Schools shall pay or provide to the (name) (or to (name)'s authorized representative or estate), to the extent otherwise provided under this Agreement, the following: (i) any earned but unpaid Salary, (ii) any unpaid expense reimbursements, and (iii) any accrued but unused vacation as provided and permitted hereunder.

12. **Periodic Medical Examination:** Intentionally left blank.
13. **Work Year and Vacation:** (name) shall work a twelve-month year with twenty (20) vacation days per fiscal year (to be pro-rated for any partial fiscal year of the Term), it being agreed that (name) will use her best efforts to arrange her vacation days so as not to unreasonably interfere with her duties hereunder. In addition, upon (name)'s written request, (name) shall be paid, at the per diem rate, for up to five (5) unused vacation days per fiscal year during the first fiscal year of the Term and ten (10) days for each successive fiscal year of the Term. Unused vacation days in any fiscal year may not be carried forward and accrued for credit purposes during the Term. Except as otherwise expressly provided in the second sentence of this Section 13, any such unused vacation days shall not be subject to any payment at the time of the (name)'s resignation, retirement, termination or death. (name)'s per diem rate of Salary shall be determined by dividing her Salary (as set forth in Section 4) as in effect at the time of such resignation, retirement, termination or death by 260. By way of example, if (name) had accumulated 10 unused paid vacation days at the time of her resignation, retirement, termination or death, and assuming that her Salary as in effect at that time was \$170,000, then she would be entitled to a payment of \$5,384.60 ($\$170,000 \div 260 = \653.85 multiplied by 10 = \$6,538.50). As to (name)'s workday, it will be regulated by (name) so that her professional obligations as Superintendent may be fully and faithfully performed as required by this Agreement.
14. **Sick Leave:** (name) shall be granted her total accumulation of 452.5 sick days earned up to June 30, 2009 effective July 1, 2009. Thereafter, she shall earn sick days at the rate of one and one-half (1 ½) days per month during the Term with

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unlimited accumulation. Unused sick leave days in any fiscal year may be carried forward and accrued for credit purposes during the Term. In the event of (name)'s resignation, retirement, termination or death, she will be compensated for up to 452.5 unused, accumulated days of sick leave as hereinafter provided. The first 100 days of such unused, accumulated sick leave shall be compensated at the rate of \$181.72 per day and (ii) for any unused, accumulated days of sick leave in excess of 100 (but no more than 105.75 days – which represents 30% of 352.5 days) at the rate of \$80.00 per day. No unused, accumulated days of sick leave in excess of 205.75 shall be subject to any payment at the time of the (name)'s resignation, retirement, termination or death.

15. **Bereavement Leave:** In the event of death in the immediate family, (name) shall be granted five (5) calendar days of bereavement leave days, commencing with the day of death. For the purpose of this provision, the immediate family shall include parents, spouse, sibling, children, parents-in-law, sister-in-law, brother-in-law, and any relative living in her household. One (1) day shall be allowed to attend the funeral or memorial services of other members of her family. Unused bereavement leave days in any fiscal year may not be carried forward and accrued for credit purposes during the Term. Any unused bereavement leave days shall not be subject to any payment at the time of the (name)'s resignation, retirement, termination or death.

16. **Personal Leave:** (name) may use up to five (5) personal days each fiscal year of the Term to attend to personal business that cannot be completed outside of the regular workday. Unused personal days in any fiscal year may not be carried forward and accrued for credit purposes during the Term. Any unused personal days shall not be subject to any payment at the time of the (name)'s resignation, retirement, termination or death.

17. **Health and Life Insurance:** (name) shall be entitled to the health and life insurance programs available to all town employees as in effect from time to time. At the time of execution of this Agreement, the Town Of Milton provides to each employee (i) 85% the cost of health insurance and the employee is responsible for the remaining 15%, (ii) a \$2,000 basic life insurance policy at a cost to be paid by the employee of 46 cents a week, and (iii) voluntary life insurance in increments of \$5,000 up to \$30,000 at a cost to be paid in full by the employee.

18. **Workers' Compensation:** In the event that (name) sustains an industrial accident and is disabled as a result thereof and is paid compensation benefits in accordance with the terms and conditions of the Town of Milton's workers' compensation insurance coverage, the Milton Public Schools will, to the extent it is permitted by law, compensate him the difference between the workmen's compensation benefits and her Salary; provided, however, that such payment by

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the Milton Public Schools shall be charged on a per diem basis against accumulated sick leave or other compensation due and owing to him.

19. **Indemnification Insurance:** The Milton Public Schools shall, to the extent permitted under existing insurance policies, cause to be provided to (name) indemnification insurance coverage equal to that provided to the members of the Committee.
20. **Personal Liability Protection:** The Milton Public Schools shall comply to the extent it is permitted with the provisions of Massachusetts General Laws relative to personal liability protection of (name).
21. **Administration and Supervision:** (name) shall carry on the duties described by the Milton Public School District as Superintendent to administer and supervise the Milton Public Schools as provided by applicable state laws and the policies and directives of the Committee as they may be promulgated and/or amended from time to time.
22. **Performance:** (name) shall fulfill all the terms and conditions of this Agreement. Any exceptions thereto shall be by mutual written agreement of the Committee and (name).
23. **Exclusivity of Salary and Benefits:** (name) shall not be entitled to any payments or benefits other than those expressly provided under this Agreement.
24. **Confidential Information and Cooperation:**
 - (a) **Confidential Information.** As used in this Agreement, "Confidential Information" means information (i) belonging to the Milton Public Schools or the Town of Milton or in its possession that is exempt from disclosure under the Massachusetts Public Records Law as in effect from time to time and (ii) any intellectual property, software or other information that, to (name)'s knowledge, the Milton Public Schools or the Town of Milton has agreed contractually to keep confidential. Confidential Information includes, without limitation, any such information developed by (name) in the course of the (name)'s employment by the Milton Public Schools or the Town of Milton, as well as other information to which (name) may have access in connection with the (name)'s employment. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of (name)'s duties under Section 24(b)), and does not include any templates or other processes or operating procedures relating to general business use that (name) may have developed and/or utilized in connection with carrying out her duties hereunder, provided that such templates, processes and procedures do not, themselves, contain Confidential Information as defined above.

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(b) **Confidentiality.** (name) understands and agrees that (name)'s employment creates a relationship of confidence and trust between (name) and the Milton Public Schools and the Town of Milton with respect to all Confidential Information. At all times, both during the (name)'s employment with the Milton Public Schools or the Town of Milton and after (name)'s termination for any reason, (name) will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the prior written consent of the Milton Public Schools or the Town of Milton, except as may be necessary in the ordinary course of performing the (name)'s duties under this Agreement.

(c) **Documents, Records, etc.** All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information (excluding, however, any templates or other processes or operating procedures relating to general business use that (name) may have developed and/or utilized in connection with carrying out her duties hereunder, provided that such templates, processes and procedures do not, themselves, contain Confidential Information as defined above), which are furnished to (name) by the Milton Public Schools or the Town of Milton or are produced by (name) in connection with the (name)'s employment will be and remain the sole property of the Milton Public Schools or the Town of Milton, as the case may be. (name) will return to the Milton Public Schools or the Town of Milton, as the case may be, all such materials and property as and when requested by the Milton Public Schools or the Town of Milton. In any event, (name) will return all such materials and property immediately upon termination of the (name)'s employment for any reason. (name) will not retain any such material or property or any copies thereof after such termination.

(d) **Third-Party Agreements and Rights.** (name) hereby confirms that the (name) is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the (name)'s use or disclosure of information or (name)'s engagement in any business. (name) represents to the Milton Public Schools and the Town of Milton that (name)'s execution of this Agreement, (name)'s employment with the Milton Public Schools or the Town of Milton and the performance of (name)'s proposed duties for the Milton Public Schools or the Town of Milton will not violate any obligations (name) may have to any such previous employer or other party. In (name)'s work for the Milton Public Schools or the Town of Milton, (name) will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and (name) will not bring to the premises of the Milton Public Schools or the Town of Milton any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employer or other party.

(e) **Litigation and Regulatory Cooperation.** During and after (name)'s employment, (name) shall cooperate fully with the Milton Public Schools and the Town of Milton and any of its affiliates in the defense or prosecution of any

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claims or actions now in existence or which may be brought in the future against or on behalf of the Milton Public Schools or the Town of Milton which relate to events or occurrences that transpired while (name) was employed by the Milton Public Schools or the Town of Milton. (name)'s full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Milton Public Schools or the Town of Milton at mutually convenient times. During and after (name)'s employment, (name) also shall cooperate fully with the Milton Public Schools and the Town of Milton in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while (name) was employed by the Milton Public Schools or the Town of Milton. Milton Public Schools or the Town of Milton shall reimburse (name) for any reasonable out-of-pocket expenses and will pay her per diem rate of Salary as in effect at the time her employment under this Agreement terminates for any reason incurred in connection with (name)'s performance of obligations pursuant to this Section 24(e).

(f) **Injunction.** (name) agrees that it would be difficult to measure any damages caused to the Milton Public Schools or the Town of Milton that might result from any breach by (name) of the promises set forth in this Section 24, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, subject to Section 25 of this Agreement, (name) agrees that if (name) breaches, or proposes to breach, any portion of this Agreement, the Milton Public Schools and/or the Town of Milton shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Milton Public Schools or the Town of Milton.

25. **Arbitration of Disputes:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of (name)'s employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than (name) or the Milton Public Schools or the Town of Milton may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. At the arbitral hearing, an attorney may represent (name) and the Committee and any other parties or other representative, present evidence, and

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call witnesses and the Committee shall have the burden of proof. In determining whether the Committee has proven grounds for dismissal consistent with this section, the arbitrator shall be entitled to consider, among other things, the best interests of the pupils in the Milton Public Schools and the need for elevation of performance standards. The arbitrator's decision shall be issued within one month from the completion of the arbitral hearing, unless all parties involved agree otherwise, and shall contain a reasonably detailed statement of the reasons for the decision. In the event that the arbitrator made a finding that the termination of (name) was improper under the standards set forth in this section, the arbitrator may award back pay, benefits, reinstatement, and any other appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other than back pay, benefits or reinstatement. In the event (name) is reinstated, the period between the effective date of her termination pursuant to Section 11(a) hereof and reinstatement shall be considered to be time served for purposes of employment. The remedies provided hereunder shall be the exclusive remedies available to (name) for wrongful termination. This Section 25 shall not affect the right of the Superintendent or the Committee to lay off personnel pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. This Section 25 shall be specifically enforceable. Notwithstanding the foregoing, this Section 25 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 25.

26. **Consent to Jurisdiction:** To the extent that any court action is permitted consistent with or to enforce Section 25 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of Norfolk County of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, (name) (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.
27. **Integration:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to any related subject matter.
28. **Assignment; Successors and Assigns, etc.:** Neither the Milton Public Schools nor (name) may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party.
29. **Enforceability:** If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent

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jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


30. **Waiver:** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
31. **Notices:** Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to (name) at the last address (name) has filed in writing with the Milton Public Schools or, in the case of the Committee, c/o the Office of the Superintendent, 25 Gile Road, attention of the Chairperson of the Committee, and shall be effective on the date of delivery in person or by courier or three (3) days after the date mailed.
32. **Amendment:** This Agreement may be amended or modified only by a written instrument signed by (name) and by a duly authorized representative of the Employer.
33. **Governing Law:** This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of The Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such Commonwealth. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the First Circuit.
34. **School Committee Protection:** (name) and the Committee agree that the several individual members of the School Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against one or more individual members of the Committee in his/her personal capacity for any alleged violation of this Agreement.
35. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as a sealed instrument as of the sixteenth day of June, 2008.

Milton School Committee

By: _____
F. Beirne Lovely, Jr.
Chairman
Milton School Committee


PUBLIC SCHOOLS
MILTON, MASSACHUSETTS 02186

MILTON SCHOOL COMMITTEE

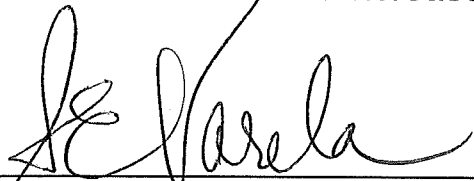
Sheila Varela, Chair
Dr. Elaine Craghead, Vice Chair

Dr. Kevin Donahue, Member
Margaret Eberhardt, Member
Ada Rosmarin, Member
Elizabeth White, Member

MEMORANDUM

TO:
FROM: Sheila Varela, Chair, Milton School Committee
RE: FY19 and FY20 Merit Increase
DATE: May 16, 2019

I am pleased to inform you that at its May 15, 2019 meeting, the Milton School Committee voted in Executive Session a 2.75% merit increase for you for FY19 and 2.75% for FY20. This increase became effective as of July 1, 2018.



Sheila Varela

cc: B. Pakalnietis, Payroll
Personnel File

The Milton Public School system does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, gender identity, transgender status, gender transitioning, age, national origin (ancestry), disability, pregnancy/parenting status, marital status, sexual orientation, homelessness, or military status, in any of its programs, activities or operations. These include, but are not limited to, admissions, equal access to programs and activities, hiring and firing of staff, provision of and access to programs and services, as well as selection of volunteers, vendors and employers recruiting at the Milton Public Schools. We are committed to providing an inclusive and welcoming environment for all members of our staff, students, volunteers, subcontractors, and vendors. The following person has been designated to handle inquiries regarding the non-discrimination policies: Asst. Superintendent for Curriculum & Human Resources, 617-696-4812

25 Gile Road, Milton, Massachusetts 02186