

AGREEMENT
BY AND BETWEEN
THE SALEM SCHOOL DEPARTMENT
AND
Mary Kate Carbone

This agreement entered into by the Salem School Department (hereinafter “the District”) with **Mary Kate Carbone of 3 Pickman Rd., Beverly, MA 01915** (hereinafter “the Deputy Superintendent”), as the Deputy Superintendent.

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

Section 1. Appointment and Term

The District does hereby employ Mary Kate Carbone to serve as Deputy Superintendent for a term commencing on **July 1, 2024** and terminating on **June 30, 2027**.

Section 2. Duties and Responsibilities

The Deputy Superintendent, subject to the supervision and direction of the Superintendent, shall perform faithfully to the best of her ability, the duties of Deputy Superintendent.

The duties and responsibilities of said position shall include but not be limited to those duties and responsibilities as prescribed by Massachusetts General Laws, Chapter 71, as amended by chapter 71 of the Acts of 1993 as well as the attached job posting. In addition said duties and responsibilities shall include those that the Superintendent may from time to time, assign to the Deputy Superintendent. During the term of this agreement, the Deputy Superintendent shall devote her full time, skill, labor and employment to the position, excepting that, with the prior agreement and written approval of the Superintendent, the Deputy Superintendent may undertake other employment which in the sole discretion of the Superintendent is consistent with and will not derogate from the role of Deputy Superintendent.

Section 3. Salary

- A. The Deputy Superintendent shall receive a salary of not less than **\$198,997.60** for the first year of this agreement, which shall be the period commencing **July 1, 2024** and ending **June 30, 2027**. The base salary shall increase between 0-3% annually based on an overall evaluation of proficient or exemplary. The Deputy Superintendent will also be eligible for annual incentives if she meets or surpasses jointly established targets/goals.
- B. The Deputy Supt. shall meet with the Superintendent not later than May 15th to review her compensation for each subsequent year of this agreement. The Deputy Supt.’s compensation shall be set by the Salem School Committee (hereinafter “the Committee”).
- C. During the life of this agreement the Deputy Superintendent’s annual salary shall not be decreased from what it was in the preceding contract year.

Section 4. Certification

The Deputy Superintendent shall furnish and maintain throughout this agreement, a valid certificate qualifying her to act as Superintendent/Deputy Superintendent as required by Massachusetts General Laws, Chapter 71, Section 38G, as most recently amended. In the event said Deputy Superintendent fails to furnish or to maintain such valid certification it is agreed that such failure is "good cause" for the termination of this Agreement and of employment hereunder.

Section 5. Budget Responsibility

During the term of this Agreement, the Deputy Superintendent shall adhere to the provision of Massachusetts General Laws, Chapter 44, Section 31 (Liabilities in Excess of Appropriations), and failure to do so shall be deemed, at the option of the Superintendent, "good cause" for termination of this Agreement.

Section 6. Evaluation

- A. The Superintendent shall annually evaluate the performance of the Deputy Superintendent. The evaluation procedure shall be consistent with Massachusetts General Laws, Chapter 71, Section 38 as amended by Section 40 of Chapter 71 of the Acts of 1993. In addition, the School Committee may require supplemental performance standards, which shall be consistent with the principles of evaluation established by the Board of Education pursuant to Chapter 69, Section IB of the General Laws.
- B. A goal setting conference shall be held by the Superintendent with the Deputy Superintendent no later than October 15th of each year. A mid-year conference to discuss progress toward goals shall be held not later than February 1 of each of the Deputy Superintendent's contract years, and an end of the year conference to discuss formal written evaluation and progress toward goal attainment shall be held no later than June 30 of each contract year of the Deputy Superintendent.

Section 7. Work Year

The work year for this position will be twelve months, commencing July 1st through June 30th, exclusive of Saturdays, Sundays and legal holidays.

Section 8. Work Day

The Deputy Superintendent recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions, and that she will perform the directed and implied duties of her position as determined by the Superintendent and the School Committee, and will expend the time and effort necessary to effectively achieve the goals and purposes of the Salem Public Schools.

Section 9. Performance

The Deputy Superintendent shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the Deputy Superintendent and the Superintendent, and shall be memorialized in writing.

Section 10. Other Activities

The Deputy Superintendent may accept speaking, writing, lecturing, or other engagements of a professional nature, provided (a) they do not derogate from her duties as Deputy Superintendent and (b) the Deputy Superintendent has received prior approval of the Superintendent to undertake such engagements.

Section 11. Paid Leave

- A. The Deputy Superintendent shall receive twenty (20) sick days per year, which shall be cumulative year to year. The full 20 days of paid sick leave shall be available to the Deputy Superintendent effective with the commencement of this contract.
- B. The Deputy Superintendent shall receive five (5) personal days per year, which may not be carried into the next year.

- C. The Deputy Superintendent shall be entitled to twenty-five (25) days of vacation in each year of this agreement. Said vacation leave shall be taken with the prior formal approval of the Superintendent. Up to ten (10) vacation days may be carried over each year not to exceed a total of thirty-five (35) days for use in a given contract year.

Section 12. Family & Medical Leave Act of 1993.

Nothing provided for or set forth herein shall be understood to limit or in any way interfere with rights the Deputy Superintendent may have under the Family & Medical Leave Act of 1993, or any other applicable state or federal statute. It is understood to the extent possible, should the Deputy Superintendent develop and/or experience significant medical difficulties during the first two years of employment that the district will provide you with coverage for the extent allowable by law that is not covered by insurance.

Section 13. Bereavement Leave

The Deputy Superintendent shall be granted leave without loss of pay in the event of a death. Such leave shall be up to five (5) workdays for any death in the Deputy Superintendent's immediate family. For the purposes of this paragraph, "immediate family" shall mean and include, parent, sibling, spouse, child, grandparent, grandchild, or any permanent member of the Deputy Superintendent's household. The Deputy Superintendent shall be granted three (3) days without loss of pay for the death of a mother-in-law, father-in-law, sister-in-law, or brother-in-law. The Deputy Superintendent shall be granted one (1) day of leave without loss of pay for the death of an uncle, aunt, niece, or nephew. It is further understood that step relations are covered by this paragraph.

Section 14. Unpaid Leave

Upon the written request of the Deputy Superintendent the Superintendent may, solely at her/his discretion, grant unpaid leave to the Deputy Superintendent. The amount of such leave shall be solely determined by the Superintendent. The Superintendent's disposition of such a request shall be final, and shall not be subject to appeal by the Deputy Superintendent.

Section 15. Court Appearances.

Any appearance made by the Deputy Superintendent in a court of the Commonwealth, or at any other legal proceeding, as a result of his official position with the Salem Public Schools, when such appearance shall be made either pursuant to a duly issued subpoena or at the direction of the Superintendent, shall be deemed work time, and shall therefore not be charged to any other paid leave provided under this Agreement. A court appearance by the Deputy Superintendent in any other matter shall be deemed personal business.

Section 16. Health, Life & Disability Insurance

The Deputy Superintendent shall be eligible for such health and other insurance coverage as is available to other non-bargaining unit administrators in the Salem Public Schools. The cost of such insurance to the Deputy Superintendent shall be consistent with the cost of said insurance to other non-bargaining unit administrators in the Salem Public Schools.

Section 17. Travel

The Deputy Superintendent shall be entitled to attend conferences every year, up to a total of \$1,000 reimbursement, commencing in year one of this contract. Travel outside the City of Salem for business purposes shall be reimbursed at the rate established by the City of Salem.

Section 18. Professional Membership

The Deputy Superintendent shall be entitled to have professional membership dues and/or professional subscriptions paid annually up to \$1,000.00 per year for each year of this contract.

Section 19. Discharge

During the term of this agreement the Deputy Superintendent shall be subject to discharge for good cause. "Good cause" as used here shall mean any grounds put forth by the Superintendent that are rationally related to the Salem Public Schools' effective operation, and that are not arbitrary, irrational, unreasonable, or in bad faith. However, termination of employment because of the expiration of this Agreement shall not be considered dismissal for the purposes of General Laws, Chapter 71, Section 41. If it is so deemed to be a dismissal, then the parties agree that termination of employment as a result of the expiration of this Agreement is "good cause" under said Chapter 71, Section 41.

Within thirty (30) calendar days after the vote of the Committee to discharge the Deputy Superintendent, she may seek review of such action by filing a request for arbitration with the American Arbitration Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall issue his written decision within thirty (30) calendar days from the date of the close of hearing. The remedial authority of the arbitrator shall be limited to an award of back pay damages for the balance of the contract year after the discharge date and shall not include authority to reinstate the Deputy Superintendent. The expense and fees of the arbitration proceeding shall be borne equally between the parties.

Section 20. Resignation

In the event that the Deputy Superintendent desires to terminate this agreement before its expiration, she is required to give the Superintendent of Schools written notice to terminate at least ninety (90) days or a period that is mutually agreed upon prior to vacating the position.

Section 21. Dispute Resolution

Dispute resolution is limited to the statutory protections provided in Massachusetts General Laws, Chapter 71, providing for arbitration only in cases of demotion or discharge.

Section 22. Committee Protection

The Superintendent and the Committee and the Deputy Superintendent agree that the several individual members of the 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 an individual member of the Committee in his/his personal capacity for any alleged violation of this Agreement.

Section 23. Indemnification

The parties hereto understand and acknowledge that their duties and responsibilities in the event of a legal proceeding brought against the Deputy Superintendent individually or in his/her capacity as an agent or employee of the Salem Public Schools shall be governed by the provisions of Chapter 258 of the General Laws.

Section 24. Entire Agreement

This Agreement embodies the whole Agreement between the Salem School Department and the Deputy Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by any party of this Agreement than those contained herein. This Agreement may not be altered, amended or modified, except in writing, signed by the Superintendent and the Deputy Superintendent with approval of the School Committee. If any part or provision of this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against both parties.

Section 25. Severability

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

In Witness Whereof, the parties have hereunto signed and sealed this Agreement in duplicate, this 24th day of March, 2025.


FOR THE SALEM SCHOOL COMMITTEE

FOR THE DEPUTY SUPERINTENDENT

Signed by:

F830DDAED38147D...

Dominick Pangallo, Chairperson

Signed by:

A9B195DD8F4E408...

Mary Kate Carbone

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It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

In Witness Whereof, the parties have hereunto signed and sealed this Agreement in duplicate, this 24th day of March, 2025.

FOR THE SALEM SCHOOL COMMITTEE

FOR THE DEPUTY SUPERINTENDENT

Signed by:
Dominick Pangallo
F830DDAED38147D...

Dominick Pangallo, Chairperson

Signed by:
Mary K. Carbone
A9B195DD8F4E408...

Mary Kate Carbone