**EMPLOYMENT CONTRACT BETWEEN THE STONEHAM SCHOOL COMMITTEE AND**

**JOHN MACERO. SUPERINTENDENT OF SCHOOLS**

This AGREEMENT is made this 26th day of June, 2019, between the Stoneham School Committee (COMMITTEE) and John Macero (SUPERINTENDENT), Superintendent of Schools. In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT

The COMMITTEE hereby employs John Macero as SUPERINTENDENT of the Stoneham Public Schools, and John Macero accepts such employment, on the on the following terms and conditions:

2. TERM

The SUPERINTENDENT'S term of employment shall be for the period July 1, 2019 to June 30, 2023 (4 years). Notice of the COMMITTEE'S intent to terminate the contract upon expiration hereunder must be given by certified mail, return receipt requested to the SUPERINTENDENT at his address of record at least one hundred and twenty (120) days prior toJune30,2023. If the COMMITTEE does not provide such notification, this AGREEMENT shall be extended for one (1) additional year.

3. COMPENSATION

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| Effective July 1, 2019 | $185,173.00 |
| Effective July 1, 2020 \* | $188,877.00 |
| Effective July 1, 2021 | $190,765.00 |
| Effective July 1, 2022 | $192,673.00 |

**\*Note: Due to budget constraints, the increase effective July 1, 2020 was waived by the Superintendent for that fiscal year. \_\_\_\_\_\_\_\_\_\_\_\_ (initial)**

4. TERMINATION

In the event that the SUPERINTENDENT desires to terminate this AGREEMENT before the term of service shall have expired, he may do so by giving at least one hundred twenty (120) calendar days' notice of his intention to the COMMITTEE. This contract may be terminated by the COMMITTEE if the SUPERINTENDENT is dismissed by a vote of two-thirds of the entire COMMITTEE for good cause including but not limited to, not fulfilling his duties as set forth in Section Five (5) of this AGREEMENT. The SUPERINTENDENT shall not be dismissed unless he is furnished with a written notice of intent with an explanation of grounds for dismissal and if he so requests, has been given a· reasonable opportunity within fourteen days after receiving such notice to review the decision with the COMMITTEE, at which meeting he may be represented by an attorney or other representative to present information pertaining to the basis for the decision and to his status.

5. DUTIES AND FUNCTIONS

The SUPERINTENDENT shall perform faithfully and to the best of his ability the duties and functions of the SUPERINTENDENT of Schools, shall serve as chief administrative officer of the COMMITTEE and shall have responsibility to approve appointments and to assign, organize and arrange the professional, administrative, supervisory and ancillary staff in such ways as in his judgment best serve the Stoneham Public Schools except as limited by law, contract or policy. He is to work directly for the COMMITTEE and will be responsible for any and all tasks undertaken for the operation of the School Department. Such duties and functions as from time-to- time may be assigned or amended by the COMMITTEE. It is also expected that the SUPERINTENDENT will attend all posted COMMITTEE meetings.

The SUPERINTENDENT must maintain the confidence of students, parents and community in his integrity and educational leadership, and thus must conduct himself both at and away from the school district in a manner that does not compromise that confidence. Any violation of this confidence shall constitute grounds for the SUPERINTENDENT'S dismissal from employment.

6. REFERRALS TO SUPERINTENDENT

The COMMITTEE, individually and collectively, shall refer promptly all criticisms, complaints and suggestions brought to its attention to the SUPERINTENDENT for his study and action/recommendation.

7. CERTIFICATE

The SUPERINTENDENT shall furnish and maintain throughout the term of this AGREEMENT a valid and appropriate certificate qualifying him to act as a SUPERINTENDENT of Schools in a District in the Commonwealth of Massachusetts as required by Massachusetts General Laws Chapter 71, Section 38G.

8. REIMBURSEMENT FOR EXPENSES

The COMMITTEE shall reimburse the SUPERINTENDENT for all expenses reasonably incurred in the performance of his duties under this AGREEMENT. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state and national meetings and conferences and memberships, with prior approval by the COMMITTEE. Approval must be secured prior to making arrangements.

The COMMITTEE shall reimburse the SUPERINTENDENT for the cost of dues incurred for his membership in the following organizations:

Massachusetts Association of School Superintendents American Association of School Administrators Association for Supervision and Curriculum Development

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9. STATE RETIREMENT ASSOCIATION

The SUPERINTENDENT shall be a member of the Teacher's Retirement System as required by

Massachusetts General Laws Chapter 32, Section 2.

10. ADDITIONAL BENEFITS

a Health Insurance:

The SUPERINTENDENT shall be eligible for the same health and other insurance plans and benefits as other District employees.

b. Vacation:

The SUPERINTENDENT shall have twenty-eight (28) days of paid vacation per year. Unused days may not be carried over into a succeeding year without the permission of the COMMITTEE. Unused vacation days may not accumulate beyond twenty(20) days at any time.

c. Holidays:

Fourteen (14) paid days:

New Year's Day

Presidents' Day

Good Friday-if a school day, then a floating holiday

Independence Day Columbus Day Thanksgiving

Day Before Christmas

d. Paid Absence:

Martin Luther King Jr. Day

Patriots' Day Memorial Day Labor Day Veterans' Day

Day After Thanksgiving

Christmas

The SUPERINTENDENT shall be entitled to accumulate twelve (12) paid sick days per year during each year of this AGREEMENT, to be used in the event of his personal illness. Unused sick days may be accumulated to two hundred and forty (240) days but these accumulated days may only be used for his personal illness. In the event that the SUPERINTENDENT has a prolonged illness, one from which recovery and return to work are probable based on appropriate medical evidence but that results in the exhaustion of accumulated sick leave, the SUPERINTENDENT may apply for a maximum of one hundred (100) additional sick days. The rate of pay during that time will be at 1.0 of the per diem salary. There shall be no buyback for unused accumulated paid absence days. Unused sick days accumulated under the SUPERINTENDENT'S previous contract of employment shall carry over into the current contract, subject to the above-stated maximum accumulation of 240 days.

e. Personal Leave:

The SUPERINTENDENT shall be entitled to three (3) days of paid personal leave in each contract year for personal, legal business, household, family matters or religious observances. Personal days shall not be used immediately prior to, or following a vacation or holiday, nor shall they be taken at the beginning or end of the school year. Personal days shall not accumulate year to year nor shall compensation be due for the unused personal days. Additional personal leave may be granted by the Chairperson of the COMMITTEE at his/her sole discretion.

f. Bereavement Leave:

The SUPERINTENDENT shall be entitled to five (5) days of paid leave at any one time in the event of death in the immediate family. Immediate family is defined to include parent, parent-in-law, grandparent, grandchild, spouse, domestic partner, child, brother or sister, or person residing in the immediate household and one (1) day for extended family or friend.

g. Jury Duty:

The COMMITTEE shall pay the SUPERINTENDENT the difference in pay between his regular daily salary and the amount the SUPERINTENDENT receives for jury service upon presentation of appropriate documentation from the Court and/or Jury Commission indicating the days served and the amount received for such service.

h. Mileage Reimbursement:

The SUPERINTENDENT shall be reimbursed at the effective IRS rate for actual mileage traveled in his personal automobile for reasonable in and out of District automobile travel. His submissions for mileage reimbursement shall be supported by suitable documentation.

1. Tuition Reimbursement:

The COMMITTEE will reimburse the SUPERINTENDENT for the tuition cost of courses it approves up to a limit of five hundred dollars per year.

J. The COMMITTEE shall provide payment or reimbursement of $200per contract year for term life insurance coverage for the SUPERINTENDENT, upon submission of suitable documentation.

k. The COMMITTEE shall reimburse the SUPERINTENDENT for work-related use of his personal cell phone, up to a maximum of $50 monthly.

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11. PERFORMANCE

a. The SUPERINTENDENT shall fulfill all aspects of this AGREEMENT. Any exceptions thereto shall be by mutual AGREEMENT in writing between the COMMITTEE and the SUPERINTENDENT.

b. The COMMITTEE shall evaluate the SUPERINTENDENT'S performance in accordance with the applicable standards and procedures set forth in applicable law (603 CMR 35.00) and the model system for Superintendent Evaluation developed by the Massachusetts

Department of Elementary and Secondary Education.

12. ENTIRE AGREEMENT

This AGREEMENT 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 AGREEMENT may not be changed except by a written modification signed by both parties.

13. INVALIDITY

If any paragraph, part of, or rider to the AGREEMENT is invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

14. ORIGINALS

This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

15. ARBITRATION

Any disputes as to the meaning, application or interpretation of a provision of this AGREEMENT will be resolved through binding arbitration pursuant to the American Arbitration Association's (AAA) Employment Dispute Resolution Rules. The party demanding such arbitration must file for it within thirty days of the act or omission alleged as the contract violation. In any challenge to a discharge of the SUPERINTENDENT, the arbitrator's remedial authority shall be limited to an award for compensation due the SUPERINTENDENT for the balance of the contract term after the discharge and shall not include authority to reinstate the SUPERINTENDENT.

16. INDEMNIFICATION

The COMMITTEE shall indemnify the SUPERINTENDENT in accordance with and to

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the extent allowed by M.G.L. Chapter 258, except that indemnification shall not be provided for losses, claims, defenses or expenses that are not covered by insurance procured by the Town of Stoneham. School Board Liability Coverage through MIIA currently in effect will remain in effect upon the same material terms, and limits of insurance, throughout the term of this agreement.

IN WITNESS WHEREOF, the parties herewith sign and seal this AGREEMENT, and a duplicate thereof, the *26th* day of June, 2019.

STONEHAM SCHOOL COMMITTEE, by: JOHN MACERO, SUPERINTENDENT:

Nicole Nial, Chair