



MEETING NOTICE

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A § 20 Act relative to extending certain COVID-19 measures adopted during the state of emergency

Marblehead School Committee

Name of Board or Committee

Zoom Conference join via the web link or Dial in

<https://marbleheadschoools-org.zoom.us/j/99975493631?pwd=Y0pHWVM2YitBZXN0U2ZyTk1OMzh4dz09>

Meeting ID: 999 7549 3631

Password: 873255

Dial in Phone #1 646 931 3860

Friday	May	10th	2024	1:00 pm
Day of Week	Month	Date	Year	Time

Agenda or Topics to be discussed listed below (That the chair reasonably anticipates will be discussed)

I. Initial Business

- a. Call to Order
- b. Public Comment

II. School Committee Communication and Discussion Items

- a. Interim Superintendent Discussion (vote)
- b. Assistant Superintendent Contract Approval (vote)
- c. Principal Contract Approval (vote)

III. Closing Business

- a. New Business- School Committee Announcements and Requests
- b. Adjournment

THIS AGENDA IS SUBJECT TO CHANGE

Chairperson: Sarah Fox
 Posted by: Sarah Fox
 Date: 5/8/2024

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE MARBLEHEAD SCHOOL COMMITTEE AND

Michael Pfifferling

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Marblehead School Committee (hereinafter referred to as "the Committee") and Michael Pfifferling (hereinafter referred to as the "Assistant Superintendent"). This Agreement will be effective as of July 1, 2024. For mutual consideration expressed herein, the Committee and Mr. Pfifferling, collectively referred to as the "parties", agree as follows:

1. EMPLOYMENT:

The Committee hereby agrees to employ Michael Pfifferling as the Assistant Superintendent of Business and Operations for the Marblehead Public Schools, and the Assistant Superintendent accepts such employment on the terms and conditions contained in this Agreement.

2. DURATION:

Duration: The Assistant Superintendent shall be employed by the Marblehead Public Schools effective July 1, 2024, through June 30, 2027, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. The Committee will inform the Assistant Superintendent on or before April 1, 2027, whether it wishes to extend or renew this Agreement beyond June 30, 2027. If the Committee does not notify the Assistant Superintendent of its intent to renew this Agreement or if the parties do not enter into a successor agreement, the Assistant Superintendent's employment with the Marblehead Public Schools will end on June 30, 2027.

3. COMPENSATION:

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

<u>Contract Year</u>	<u>Contract Year Salary</u>
July 1, 2024 - June 30, 2025	\$185,000
July 1, 2025 - June 30, 2026	To Be Determined
July 1, 2026 - June 30, 2027	To Be Determined

The salary for the 2nd Contract Year (July 1, 2025-June 30, 2026) and 3rd Contract Year (July 1, 2026-June 30, 2027) shall be determined by the Committee on or before June 30th of the prior Contract Year. The Assistant Superintendent's salary in the second and third Contract Years shall not be less than the Assistant Superintendent's salary in the prior Contract Year. The determination of the Salary for the 2nd Contract Year and the 3rd Contract shall be in the form of a written memorandum and shall become part of this Contract. In no event, however, shall any such memorandum be deemed to be a new contract or an extension of the termination date of this Contract. The Committee shall meet with the Assistant Superintendent on or about the end of each Contract Year for the purpose of reviewing the Assistant Superintendent's salary.

The Assistant Superintendent's Salary shall be subject to withholdings for state and federal taxes and other withholding required by law or authorized by the Assistant Superintendent. The Assistant

Superintendent's salary shall be earned ratably in each of the Contract Years (July 1, 2024- June 30, 2025; July 1, 2025 - June 30, 2026; and July 1, 2026 -June 30, 2027) and shall be prorated for work of less than a full Contract Year. The Assistant Superintendent's salary shall be paid in equal installments in accordance with the rules governing payment of other professional staff in the Marblehead Public Schools.

4. EVALUATION:

The Superintendent of Schools (hereinafter "Superintendent") will evaluate the Assistant Superintendent's work performance each Contract Year.

5. WORK YEAR AND LEAVE BENEFITS:

5.1 **Work Year:** The work year for the Assistant Superintendent is twelve months. The Assistant Superintendent shall devote his full time, skill, labor, and attention to the discharge of his duties as Assistant Superintendent for the Marblehead Public Schools.

5.2 **Vacation Leave:**

A. Accrual.

The Assistant Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.08 days per month. The Assistant Superintendent may borrow against future accrual during the same Contract Year.

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 (35) days.

C. Per Diem Rate

For the purposes of determining the Assistant Superintendent's per diem rate under this Agreement, the Assistant Superintendent's Contract Year Salary shall be divided by 260 days.

5.3 **Sick Leave:** The Assistant Superintendent will be eligible for twenty (20) sick days in each Contract Year to cover the Assistant Superintendent's absences for personal illness or injury. Unused sick days will be carried forward from one Contract Year to the next Contract Year up to a maximum of one hundred eighty (180) days but will have no cash value and may not be "bought back" upon separation from employment. The Assistant Superintendent shall comply with the procedures for requesting sick leave established by the Superintendent.

5.4 **Personal Leave:** The Assistant Superintendent will be entitled to up to two (2) personal days, per Contract Year, non-cumulative. In no event shall any such days, if unused, carry over to the next Contract Year. No personal days per this paragraph shall be requested to extend a holiday weekend or school vacation period without Superintendent approval for extenuating circumstances. All requests for Personal Leave shall be made to the Superintendent or Superintendent's designee and are subject to Superintendent approval.

5.5 **Holidays:** The Assistant Superintendent shall receive as paid holidays all holidays that are observed by the Marblehead Public Schools.

5.6 **Bereavement Leave:** The Superintendent may grant the Assistant Superintendent up to five (5) bereavement days with pay to make funeral arrangements and/or to attend the

funeral/memorial service for the Assistant Superintendent's spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or other person residing in the Assistant Superintendent's household. The Superintendent of Schools may grant the Assistant Superintendent up to one (1) bereavement day with pay to attend the funeral/memorial service for the Assistant Superintendent's aunt, uncle, brother-in-law, or sister-in-law.

6. HEALTH AND LIFE INSURANCE:

The Assistant Superintendent may elect to obtain group health insurance and life insurance 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 Assistant Superintendent recognizes that the terms and conditions and such insurance may change from time to time. If the Assistant Superintendent declines to obtain such health insurance, the Assistant 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.

7. TUITION REIMBURSEMENT

The Assistant Superintendent shall be eligible for tuition reimbursement, subject to the following terms and conditions:

- A. The course, seminar, workshop, or special program must be approved by the Superintendent. Requests for approval must be made in writing, on a form supplied by the Superintendent, in advance of the start of the course, seminar, workshop or special program.
- B. The course must be recognized for college credit at an accredited college or university and the Assistant Superintendent must submit written evidence of such recognition from said college or university. The written evidence must be submitted in advance of the start of the course.
- C. The Assistant Superintendent shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:
 - a. The Assistant Superintendent must obtain a grade of B- or better and present satisfactory evidence thereof to the Superintendent. In the event the course is not graded in such fashion, the equivalent of B- or better shall be satisfactory.
 - b. A receipted copy of the tuition bill must be submitted as evidence of the cost of the course no later than September 1 for any course taken prior to June 30th.
 - c. Not more than six (6) such credits shall be reimbursed in a fiscal year and the total reimbursement shall not exceed \$2,000 per employee
 - d. Audited courses will not be reimbursed.

8. DUTIES:

The Assistant Superintendent shall perform his duties consistent with law, Committee policies and Superintendent directives. The Assistant Superintendent shall attend all meetings of the Marblehead School Committee, and other meetings required by the School Committee or the Superintendent, unless excused by the Committee chairperson or the Superintendent. The Assistant Superintendent's duties are more fully described in the Job Description in Appendix A attached to this Agreement.

9. LICENSE:

The Assistant Superintendent hereby represents to the Committee that he is currently licensed to serve as a Superintendent/Assistant Superintendent and as a School Business Administrator 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, and the Assistant Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying him to serve as an Assistant Superintendent and School Business Administrator 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 Assistant Superintendent agrees to notify the Superintendent within 24 hours of his license(s) being suspended, revoked, rescinded, or lapsed.

10. PROFESSIONAL ACTIVITIES:

The Assistant Superintendent shall devote his full time, attention, and energy to the business of the Marblehead Public Schools. However, the Committee encourages the continuing professional growth of the Assistant Superintendent through his participation, as he might decide in light of his responsibilities as Assistant Superintendent and as are approved in advance by the Superintendent of Schools, 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/or school finance and administration; and
- C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform his professional responsibilities for the School District.

The Committee shall pay the cost of the Assistant Superintendent's membership in Massachusetts Association of School Business Officials, Massachusetts Association of School Superintendents, and Massachusetts Association of School Personnel Administrators. In addition, the Committee will approve up to five (5) nights of reasonable hotel accommodations annually for the sole purpose of attending approved conferences.

11. RETIREMENT:

As required by law, the Assistant Superintendent shall be a member of the Massachusetts Teachers' Retirement System, if eligible, or the Marblehead Contributory Retirement System. Required retirement deductions shall be made from the Assistant Superintendent's pay.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 By the Assistant Superintendent:

The Assistant Superintendent may terminate his employment by submitting his written resignation to the Superintendent with as much advance notice as possible but no less than ninety (90) calendar days' advance notice. In the event of termination pursuant to this paragraph, the Committee shall not

be required to pay, and the Assistant Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Assistant Superintendent's resignation. The Assistant Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Superintendent may schedule the Assistant Superintendent for vacation days prior to his final day of employment.

12.2 By the Committee or Superintendent with Cause:

During the term of this Agreement, the Committee or Superintendent may suspend the Assistant Superintendent from his position as Assistant Superintendent and/or may terminate his employment and this Employment Agreement for insubordination, incompetency, inefficiency, incapacity, neglect of duty, participation in an act or omission constituting misconduct or a material breach of his fiduciary duty, fraud or dishonesty, or some other action that is detrimental to the reputation, character or standing of the School District or other cause. "Cause" herein shall be defined as any ground put forth by the Committee or Superintendent 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 cause, the Committee or the Superintendent shall provide the Assistant Superintendent with the opportunity to meet with the Committee or Superintendent to discuss the reason(s). The Assistant Superintendent shall be entitled to have his legal counsel present to advise him during such meeting. There shall be no right to present witnesses and no right to confront or cross-examine witnesses. The Assistant Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee or Superintendent, as the case may be, after the opportunity for such meeting, 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 Assistant Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Assistant Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Superintendent may schedule the Assistant Superintendent for vacation days prior to his final day of employment.

12.3 For Disability:

The Assistant Superintendent is a key employee. Subject to reasonable accommodations required by state or federal law, if the Assistant Superintendent is absent from work because of an illness or injury for more than one hundred (100) calendar days within any 12-month period, the Committee or the Superintendent shall have the option of terminating his employment and this Employment Agreement. If the Committee or Superintendent exercises the option to terminate the Assistant Superintendent's employment and this Employment Agreement, the Assistant Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

12.4 It is expressly understood and agreed that the nonrenewal or non-reappointment of the Assistant Superintendent by the Committee upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a dismissal.

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 Assistant Superintendent or by email to the Assistant Superintendent's Marblehead Public School email address, or by certified mail to the Assistant Superintendent's residence in the case of the Assistant Superintendent, or sent by certified mail to the Committee at its central office in the case of the Committee with a copy sent to the Superintendent's Marblehead Public School email address.

14. INDEMNIFICATION

- 14.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Assistant 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 Assistant Superintendent is acting within the scope of the Assistant Superintendent's employment or under direction of the Superintendent. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee or the Superintendent to suspend and/or terminate the Assistant Superintendent.
- 14.2 The Assistant Superintendent shall, within three (3) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Superintendent.
- 14.3 This Section 14 shall survive the termination of this Contract.

15. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Committee and the Assistant Superintendent. 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.

16. 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.

17. GOVERNING LAW:

This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

18. 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 ___ day of _____, 2024.

Michael Pfifferling

ON BEHALF OF THE MARBLEHEAD SCHOOL COMMITTEE BY

Sarah Fox, Chairperson, Marblehead School Committee

EMPLOYMENT AGREEMENT BY
AND BETWEEN
THE MARBLEHEAD SCHOOL COMMITTEE AND
LisaMarie Ippolito

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Marblehead School Committee (hereinafter referred to as "the Committee") and LisaMarie Ippolito (hereinafter referred to as the "Assistant Superintendent"). This Agreement will be effective as of July 1, 2024. For mutual consideration expressed herein, the Committee and Ms. Ippolito, collectively referred to as the "parties", agree as follows:

1. EMPLOYMENT:

The Committee hereby agrees to employ LisaMarie Ippolito as the Assistant Superintendent of Student Services for the Marblehead Public Schools, and the Assistant Superintendent accepts such employment on the terms and conditions contained in this Agreement.

2. DURATION:

Duration: The Assistant Superintendent shall be employed by the Marblehead Public Schools effective July 1, 2024, through June 30, 2027, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. The Committee will inform the Assistant Superintendent on or before April 1, 2027, whether it wishes to extend or renew this Agreement beyond June 30, 2027. If the Committee does not notify the Assistant Superintendent of its intent to renew this Agreement or if the parties do not enter into a successor agreement, the Assistant Superintendent's employment with the Marblehead Public Schools will extend automatically for one more year or June 30, 2028.

3. COMPENSATION:

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

<u>Contract Year</u>	<u>Contract Year Salary</u>
July 1, 2024 - June 30, 2025	\$160,000
July 1, 2025 - June 30, 2026	To Be Determined
July 1, 2026 - June 30, 2027	To Be Determined

The salary for the 2nd Contract Year (July 1, 2025-June 30, 2026) and 3rd Contract Year (July 1, 2026-June 30, 2027) shall be determined by the Committee on or before June 30th of the prior Contract Year. The Assistant Superintendent's salary in the second and third Contract Years shall not be less than the Assistant Superintendent's salary in the prior Contract Year. The determination of the Salary for the 2nd Contract Year and the 3rd Contract shall be in the form of a written memorandum and shall become part of this Contract. In no event, however, shall any such memorandum be deemed to be a new contract or an extension of the termination date of this Contract. The Committee shall meet with the Assistant Superintendent on or about the end of each Contract Year for the purpose of reviewing the Assistant Superintendent's salary.

The Assistant Superintendent's Salary shall be subject to withholdings for state and federal taxes and other withholding required by law or authorized by the Assistant Superintendent. The Assistant Superintendent's salary shall be earned ratably in each of the Contract Year (July 1, 2024- June 30, 2025;

July 1, 2025 - June 30, 2026; and July 1, 2026 - June 30, 2027) and shall be prorated for work of less than a full Contract Year. The Assistant Superintendent's salary shall be paid in equal installments in accordance with the rules governing payment of other professional staff in the Marblehead Public Schools.

4. EVALUATION:

The Superintendent of Schools (hereinafter "Superintendent") will evaluate the Assistant Superintendent's work performance each Contract Year. The evaluation shall be based on the quality of performance as designated in the Assistant Superintendent job description (Appendix A). Other procedures for evaluation shall be consistent with Section 38 of Chapter 71 of the General Laws. The Assistant Superintendent shall be evaluated by June 1st of each contract year.

5. WORK YEAR AND LEAVE BENEFITS:

5.1 Work Year: The work year for the Assistant Superintendent is twelve months. The Assistant Superintendent shall devote her full time, skill, labor, and attention to the discharge of her duties as Assistant Superintendent for the Marblehead Public Schools.

5.2 Remote Work: The Assistant Superintendent will be allowed to work one (1) day per five-day work week remotely from home, except that remote work is not permitted on any of the following days: (i) when students are in school; (ii) when teachers are at work; and (iii) when there are extenuating circumstances requiring the Assistant Superintendent to work in person, as determined by the Committee or its designee in the Committee's/designee's sole discretion.

5.3 Vacation Leave:

A. Accrual.

The Assistant Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.08 days per month. The Assistant Superintendent may borrow against future accrual during the same Contract Year.

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 (35) days.

C. Per Diem Rate

For the purposes of determining the Assistant Superintendent's per diem rate under this Agreement, the Assistant Superintendent's Contract Year Salary shall be divided by 224 days.

5.4 Sick Leave: The Assistant Superintendent will be eligible for twenty (20) sick days in each Contract Year to cover the Assistant Superintendent's absences for personal illness or injury. Unused sick days will be carried forward from fiscal year to fiscal year up to a maximum of one hundred eighty (180) days but will have no cash value and may not be "bought back" upon separation from employment. The Assistant Superintendent shall comply with the procedures for requesting sick leave established by the Superintendent.

5.5 Personal Leave: The Assistant Superintendent will be entitled to up to two (2) personal days per Contract Year, non-cumulative. In no event shall any such days, if unused, carry over to the next Contract Year. No personal days per this paragraph shall be requested to extend a holiday weekend or school vacation period without Superintendent approval for extenuating circumstances. All requests for Personal Leave shall be made to the Superintendent

or Superintendent's designee and are subject to Superintendent approval.

5.6 Holidays: The Assistant Superintendent shall receive as paid holidays all holidays that are observed by the Marblehead Public Schools.

5.7 Bereavement Leave: The Superintendent may grant the Assistant Superintendent up to five (5) bereavement days with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Assistant Superintendent's spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or other person residing in the Assistant Superintendent's household. The Superintendent of Schools may grant the Assistant Superintendent up to one (1) bereavement day with pay to attend the funeral/memorial service for the Assistant Superintendent's aunt, uncle, brother-in-law, or sister-in-law.

6. HEALTH AND LIFE INSURANCE:

The Assistant Superintendent may elect to obtain group health insurance and life insurance 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 Assistant Superintendent recognizes that the terms and conditions and such insurance may change from time to time. If the Assistant Superintendent declines to obtain such health insurance, the Assistant 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.

7. TUITION REIMBURSEMENT

The Assistant Superintendent shall be eligible for tuition reimbursement, subject to the following terms and conditions:

- A. The course, seminar, workshop, or special program must be approved by the Superintendent. Requests for approval must be made in writing, on a form supplied by the Superintendent, in advance of the start of the course, seminar, workshop or special program.
- B. The course must be recognized for college credit at an accredited college or university and the Assistant Superintendent must submit written evidence of such recognition from said college or university. The written evidence must be submitted in advance of the start of the course.
- C. The Assistant Superintendent shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:
 - a. The Assistant Superintendent must obtain a grade of B- or better and present satisfactory evidence thereof to the Superintendent. In the event the course is not graded in such fashion, the equivalent of B- or better shall be satisfactory.
 - b. A receipted copy of the tuition bill must be submitted as evidence of the cost of the course no later than September 1 for any course taken prior to June 30th.
 - c. Not more than six (6) such credits shall be reimbursed in a fiscal year and the total reimbursement shall not exceed \$2,000 per employee.
 - d. Audited courses will not be reimbursed.

8. DUTIES:

The Assistant Superintendent shall perform her duties consistent with law, Committee policies and Superintendent directives. The Assistant Superintendent shall attend all meetings of the Marblehead School Committee, and other meetings required by the School Committee or the Superintendent, unless excused by the Committee chairperson or the Superintendent. The Assistant Superintendent's duties are more fully described in the Job Description in Appendix A attached to this Agreement.

9. LICENSE:

The Assistant Superintendent hereby represents to the Committee that she is currently licensed to serve as a Superintendent/Assistant Superintendent 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, and the Assistant Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying her to serve as an Assistant Superintendent 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 Assistant Superintendent agrees to notify the Superintendent within 24 hours of her license(s) being suspended, revoked, rescinded, or lapsed.

10. PROFESSIONAL ACTIVITIES:

The Assistant 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 Assistant Superintendent through her participation, as she might decide in light of her responsibilities as Assistant Superintendent and as are approved in advance by the 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/or school administration; and
- C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional responsibilities for the School District.

The Committee shall allow the Assistant Superintendent up to two thousand dollars (\$2,000) per Contract Year for payment of dues, membership fees, and/or conference costs to professional associations or organizations for the professional activities listed in this section.

The Committee will pay expenses including fees, lodging, transportation and other reasonable costs for any professional development activities directed and approved by the Superintendent.

11. RETIREMENT:

As required by law, the Assistant Superintendent shall be a member of the Massachusetts Teachers' Retirement System. Required retirement deductions shall be made from the Assistant Superintendent's pay.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 By the Assistant Superintendent:

The Assistant Superintendent may terminate her employment by submitting her written resignation to the Superintendent with as much advance notice as possible but no less than ninety (90) calendar days' advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Assistant Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Assistant Superintendent's resignation. The Assistant Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Superintendent may schedule the Assistant Superintendent for vacation days prior to her final day of employment.

12.2 By the Committee or Superintendent with Cause:

During the term of this Agreement, the Committee or Superintendent may suspend the Assistant Superintendent from her position as Assistant Superintendent and/or may terminate her employment and this Employment Agreement for insubordination, incompetency, inefficiency, incapacity, neglect of duty, participation in an act or omission constituting misconduct or a material breach of her fiduciary duty, fraud or dishonesty, or some other action that is detrimental to the reputation, character or standing of the School District or other cause. "Cause" herein shall be defined as any ground put forth by the Committee or Superintendent 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 cause, the Committee or the Superintendent shall provide the Assistant Superintendent with the opportunity to meet with the Committee or Superintendent to discuss the reason(s). The Assistant Superintendent shall be entitled to have her legal counsel present to advise her during such meeting. There shall be no right to present witnesses and no right to confront or cross-examine witnesses. The Assistant Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee or Superintendent, as the case may be, after the opportunity for such meeting, 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 Assistant Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Assistant Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Superintendent may schedule the Assistant Superintendent for vacation days prior to her final day of employment.

12.3 It is expressly understood and agreed that the nonrenewal or non-reappointment of the Assistant Superintendent by the Committee upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a dismissal.

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 Assistant Superintendent or by email to the Assistant Superintendent's Marblehead Public School email address, or by certified mail to the Assistant Superintendent's residence in the case of the Assistant Superintendent, or sent by certified mail to the Committee at its central office in the case of the Committee with a copy sent to the Superintendent's Marblehead Public School email address.

14. INDEMNIFICATION

14.1 In accordance with and to the extent provided by applicable Massachusetts General

Laws, the Committee agrees to provide indemnification to the Assistant 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 Assistant Superintendent is acting within the scope of the Assistant Superintendent's employment or under direction of the Superintendent. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee or the Superintendent to suspend and/or terminate the Assistant Superintendent

14.2 The Assistant Superintendent shall, within three (3) 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 Superintendent.

14.3 This Section 14 shall survive the termination of this Contract.

15. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Committee and the Assistant Superintendent. 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.

16. 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.

17. GOVERNING LAW:

This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

18. 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 ___ day of _____, 2024.

Lisa Marie Ippolito

ON BEHALF OF THE MARBLEHEAD SCHOOL COMMITTEE BY

Sarah Fox, Chairperson, Marblehead School Committee