

# EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ARLINGTON SCHOOL COMMITTEE

AND

**Michael Mason**

**Fiscal Years 2022, 2023 and 2024**

This Employment Agreement (hereinafter referred to as “this Agreement”) is made between the Arlington School Committee (hereinafter referred to as "the Committee") and **Michael Mason** (hereinafter referred to as "the Chief Financial Officer"). This Agreement will be effective as of July 1, 2021 and as of July 1, 2021 shall supersede all prior agreements between the Committee and Mr. Mason, collectively referred to as the “parties”. For mutual consideration expressed herein, the parties agree as follows:

**1. EMPLOYMENT:**

The Committee hereby agrees to continue to employ Michael Mason as the Chief Financial Officer of the Arlington Public Schools, and the Chief Financial Officer accepts such continued employment on the terms and conditions contained in this Agreement.

**2. DURATION:**

The Chief Financial Officer shall continue to be employed as the Chief Financial Officer of the Arlington Public Schools for the period commencing July 1, 2021 through June 30, 2024 except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. The Committee will inform the Chief Financial Officer on or before April 1, 2024 whether it wishes to extend or renew this Agreement beyond June 30, 2024. If the Committee does not notify the Chief Financial Officer of its intent to renew this Agreement or if the parties do not enter into a successor agreement, the Chief Financial Officer’s employment with the Arlington Public Schools will end on June 30, 2024.

**3. COMPENSATION:**

The Chief Financial Officer will be paid in accordance with the following schedule:

<u>Contract Period</u>	<u>Salary</u>
July 1, 2021 - June 30, 2022	\$153,000.00
July 1, 2022 - June 30, 2023	\$156,000.00
July 1, 2023 – June 30, 2024	\$159,000.00

The Chief Financial Officer’s Annual Salary shall be subject to withholdings for state and federal taxes and other withholding required by law or authorized by the Chief Financial Officer.

The Chief Financial Officer's salary shall be earned ratably in each of the Contract Periods (July 1, 2021- June 30, 2022; July 1, 2022 - June 30, 2023; and July 1, 2023 – June 30, 2024) and shall be prorated for work of less than a full Contract Period. The Chief Financial Officer's salary shall be paid in equal installments in accordance with the rules governing payment of other professional staff in the Arlington Public Schools.

#### **4. EVALUATION**

Evaluations of the Chief Financial Officer's work performance will be conducted in accordance with District Policy and/or Massachusetts Law and Regulations.

#### **5. WORK YEAR AND LEAVE BENEFITS**

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

**5.2 Vacation Leave:** The Chief Financial Officer shall be entitled to twenty-five (25) vacation days per Contract Period (July 1 to the following June 30), earned at the rate of 2.0833 days per month commencing July 1, 2021. A maximum of ten (10) accrued unused vacation days may be carried over from one Fiscal Year to the next Fiscal Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty-five (35). (A fiscal year starts on July 1<sup>st</sup> and ends the following June 30<sup>th</sup>.) The Chief Financial Officer may carry over up to ten (10) earned unused vacation days from fiscal year 2021 from his prior employment agreement with the Committee into fiscal year 2022. The Chief Financial Officer shall comply with the procedures for requesting vacation leave established by the Superintendent of Schools for the Arlington Public Schools.

**5.3 Sick Leave:** The Chief Financial Officer will be eligible for fifteen (15) sick days per fiscal year commencing fiscal year 2022 to cover the Chief Financial Officer's absences for personal illness or injury. On July 1, 2021, the Chief Financial Officer will be credited with all sick leave that he accrued working for the Arlington Public Schools and did not use as of June 30, 2021. Unused sick days will carry forward fiscal year to fiscal year but will have no cash value and may not be "bought back" upon separation from employment. The Chief Financial Officer shall comply with the procedures for requesting sick leave established by the Superintendent of Schools.

**5.4 Holidays:** The Chief Financial Officer shall receive as paid holidays all holidays that are observed by the Arlington Public Schools.

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

## **6. REIMBURSEMENT FOR EXPENSES AND TUITION REIMBURSEMENT:**

**6.1 Reimbursement for Expenses:** The Committee shall reimburse the Chief Financial Officer in accordance with Committee policy for reasonable and necessary, documented expenses incurred in the performance of his duties upon presentation of receipts submitted within thirty (30) calendar days of incurring such expenses, including expenses for conferences approved in advance by the Superintendent of Schools, as well as membership dues for organizations approved in advance by the Superintendent of Schools, not to exceed four thousand dollars (\$4,000) in the aggregate per fiscal year.

**6.2 Tuition Reimbursement:** In addition to the reimbursement for expenses provided in Section 6.1, commencing in fiscal year 2022 (July 1, 2021 – June 31, 2022), the Committee will reimburse the Chief Financial Officer for fifty percent (50%) of the tuition paid by the Chief Financial Officer for graduate-level courses, which have been preapproved by the Superintendent of Schools, up to a maximum of seventeen thousand dollars (\$17,000) per fiscal year during each of the following fiscal years: 2022, 2023 and 2024. To be eligible for reimbursement, the Chief Financial Officer must present the receipt showing his payment of tuition for the pre-approved course(s) and a transcript with a grade of B- or better (or the numerical equivalent) in each of the pre-approved course. For courses only offered on a pass or fail basis, a grade of pass is required for reimbursement.

## **7. HEALTH AND DENTAL INSURANCE:**

The Chief Financial Officer may elect to obtain group health insurance and dental insurance available to employees and their dependents in the Arlington Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Arlington Public Schools, and the Chief Financial Officer recognizes that the terms and conditions and such insurance may change from time to time. If the Chief Financial Officer declines to obtain such health insurance, the Chief Financial Officer 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.

## **8. DUTIES:**

The Chief Financial Officer shall perform his duties consistent with law, Committee policies and Superintendent directives. The Chief Financial Officer shall attend all meetings of the Arlington School Committee, and other meetings required by the School Committee or the Superintendent, unless excused by the Committee chairperson or the Superintendent of Schools. The Chief Financial Officer’s duties are more fully described in the Job Description in Appendix A attached to and incorporated by reference into this Agreement.

## **9. LICENSE:**

The Chief Financial Officer hereby represents to the Committee that he is currently licensed to serve 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

Chief Financial Officer shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying him to serve as a 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 Chief Financial Officer agrees to notify the Superintendent within 24 hours of his license being suspended, revoked, rescinded, or lapsed.

**10. PROFESSIONAL ACTIVITIES:** The Chief Financial Officer shall devote his full time, attention, and energy to the business of the Arlington Public Schools. However, the Committee encourages the continuing professional growth of the Chief Financial Officer through his participation, as he might decide in light of his responsibilities as Chief Financial Officer 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
- C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Chief Financial Officer to perform his professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 6 of this Agreement, no other funds will be made available for any of the professional activities listed in this Section 10.

**11. RETIREMENT:**

The Chief Financial Officer shall be a member of the Massachusetts Teacher's Retirement System.

**12. INDEMNIFICATION:**

**12.1.** In accordance with and to the extent provided by applicable Massachusetts General Laws, Chapter 258, the Committee agrees to provide indemnification to the Chief Financial Officer 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 Chief Financial Officer is acting within the scope of his employment or under direction of the Committee. 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 Chief Financial Officer.

**12.2** The Chief Financial Officer shall, within five (5) 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 Committee and the Superintendent.

**12.3** This Section 12 shall survive the termination of this Agreement.

**13. TERMINATION OF EMPLOYMENT AGREEMENT:**

**13.1 By the Committee or Superintendent With Cause:**

During the term of this Agreement, the Committee or Superintendent may suspend the Chief Financial Officer from his position as Chief Financial Officer 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 dishonestly, 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 Chief Financial Officer with the opportunity to meet with the Committee or Superintendent to discuss reason(s) or charge(s). The Chief Financial Officer shall be entitled to have his legal counsel present to advise him during such meeting. The Chief Financial Officer 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 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 Chief Financial Officer shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

**13.2 Early Termination By the Committee or Superintendent:**

The Committee or Superintendent may terminate this Employment Agreement and the Chief Financial Officer's employment at any time prior to December 31, 2024 without cause by providing the Chief Financial Officer with at least ninety (90) calendar days written notice and paying the Chief Financial Officer an early termination payment of twenty thousand dollars (\$20,000) minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Chief Financial Officer. In the event of termination pursuant to this paragraph, with the exception of the early termination payment which shall be paid on or by the effective date of termination, the Committee shall not be required to pay, and the Chief Financial Officer shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Chief Financial Officer may request to use his accrued vacation days prior to his separation from employment and/or the Superintendent may schedule the Chief Financial Officer for vacation days prior to his final day of employment. This Section 13.2 shall not be applicable to terminations pursuant to Section 13.1, 13.3, or 13.4.

**13.3 For Disability:**

The Chief Financial Officer is a key employee. Subject to reasonable accommodations required by state or federal law, if the Chief Financial Officer 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 Chief Financial Officer's employment and this Employment Agreement, the Chief Financial Officer

shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

**13.4 By the Chief Financial Officer:**

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

**14. 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 Chief Financial Officer or sent by certified mail to the Chief Financial Officer's residence in the case of the Chief Financial Officer, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

**15. ENTIRE AGREEMENT:**

This Agreement contains the whole agreement between the Committee and the Chief Financial Officer. 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. REOPENING OF AGREEMENT:**

This Agreement may be reopened for a discussion of its terms and conditions upon mutual written agreement by the Committee and the Chief Financial Officer.

**19. 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Michael Mason, Chief Financial Officer

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

\_\_\_\_\_  
Chairperson, Arlington School Committee: Jane Morgan

DRAFT

**APPENDIX A**

**Attach Job Description**

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