

EMPLOYMENT AGREEMENT BY AND BETWEEN  
THE ARLINGTON SCHOOL COMMITTEE AND  
ALISON ELMER

Assistant Superintendent for Student Services 2022-2025

This Employment Agreement (hereinafter referred to as “this Agreement”) is made between the Arlington School Committee (hereinafter referred to as “the Committee”) and Alison Elmer (hereinafter referred to as “the Assistant Superintendent”). This Agreement will be effective as of July 1, 2022. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ Alison Elmer as Assistant Superintendent for Student Services for the Arlington Public Schools, and the Assistant Superintendent accepts such employment, on the terms and conditions contained in this Agreement.
2. DURATION: The Assistant Superintendent shall be employed as the Assistant Superintendent for three (3) years commencing July 1, 2022 through June 30, 2025, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. The School Committee will inform the Assistant Superintendent by December 31, 2024 whether it wishes to extend or renew this Agreement beyond June 30, 2025.
3. COMPENSATION: The Assistant Superintendent will be paid in accordance with the following schedule:

Contract Year	Salary
July 1, 2022 - June 30, 2023	\$170,000
July 1, 2023- June 30, 2024	\$173,400
July 1, 2024 -June 30, 2025	\$176,868

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 Annual Salary shall be earned ratably in each of the Contract Years (July 1, 2022- June 30, 2023; July 1, 2023-June 30, 2024; and July 1, 2024-June 30, 2025) 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 procedures governing payment of other professional staff in the Arlington Public Schools.

4. EVALUATION: Evaluations of the Assistant Superintendent’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 Assistant Superintendent is twelve months commencing July 1 of each Contract Year and ending the following June 30<sup>th</sup>. The Assistant Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Assistant Superintendent for the Arlington Public Schools.

5.2 Vacation Leave: The Assistant Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year. The per diem rate shall be calculated by dividing the Salary for the applicable Contract Year by 261. A maximum of ten (10) vacation days may be carried over from one Contract Year to the next Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty-five (35). The Assistant Superintendent shall comply with the procedures for requesting vacation leave established by the Superintendent of Schools (hereinafter referred to as the “Superintendent”) for the Arlington Public Schools.

5.3 Sick Leave: The Assistant Superintendent shall carry over all of her unused sick days as of the end of the day on June 30, 2022 that she had in her prior position as the Director of Special Education for the Arlington Public Schools. The Assistant Superintendent will be eligible for fifteen (15) sick days with pay per Contract Year commencing July 1, 2022, to cover the Assistant Superintendent’s absences for personal illness or injury. Unused sick days will carry forward from Contract Year to Contract Year, but will have no cash value and may not be “bought back.” The Assistant Superintendent shall comply with the procedures for requesting sick leave established by the Superintendent for the Arlington Public Schools.

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

5.5 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 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. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Assistant Superintendent in accordance with Committee policy for reasonable and necessary, documented expenses incurred in the performance of her duties upon presentation of receipts submitted within 30 calendar days of incurring such expenses, including expenses for conferences approved in advance by the Superintendent, as well as membership dues for organizations approved in advance by the Superintendent, not to exceed four thousand dollars (\$4,000) in the aggregate per Contract Year. The Committee will reimburse the cost of fees, at the average per semester hour credit at the state college-university rate, equivalent to the cost of tuition up to 12 credits per year for continuation in the Director's Ph.D. program.

7. HEALTH AND DENTAL INSURANCE: The Assistant Superintendent 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 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.

8. DUTIES: The Assistant Superintendent shall perform her duties consistent with law, Committee policies and the directives of the Superintendent. The Assistant Superintendent shall attend all meetings of the Arlington School Committee, and other meetings required by the Superintendent, unless excused by the Committee chairperson or the Superintendent. The duties of the Assistant Superintendent are more fully described in the Job Description in Appendix A attached to and incorporated by reference into this Agreement. The Assistant Superintendent understands and agrees that such Job Description may be amended from time to time by the Committee or Superintendent.

9. LICENSE: The Assistant Superintendent hereby represents to the Committee that she is currently licensed to serve as an assistant superintendent of schools 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 of schools 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 being revoked, rescinded, or lapsed.

10. PROFESSIONAL ACTIVITIES: The Assistant Superintendent shall devote her full time, attention, and energy to the business of the Arlington 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
- 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.

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 Assistant Superintendent 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, Section 13, 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 her 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 Assistant Superintendent.

12.2. The Assistant Superintendent shall, within five (5) 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 Committee.

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

13. EARLY TERMINATION OF EMPLOYMENT AGREEMENT:

13.1 Early Termination by Mutual Agreement: This Agreement may be terminated at any time by mutual agreement between the Committee or the Superintendent and the Assistant Superintendent in writing.

13.2 Early Termination By the Assistant Superintendent: The Assistant Superintendent may terminate her employment by submitting her written resignation to the Superintendent and the Committee with as much advance notice as possible but no less than sixty (60) calendar days' advance notice. In the event of termination pursuant to this Section 13.2, 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.

13.3 Early Termination By the Committee or Superintendent With Cause: During the term of this Agreement, the Committee or the 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, neglect of duty, incapacity, or other cause. "Cause" herein shall be defined as any ground put forth by the Committee or the 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 a hearing upon

said reason(s) or charge(s). The Assistant Superintendent shall be entitled to have her legal counsel present to advise her. The Assistant Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee or the Superintendent, as the case may be, after such hearing, 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 Section 13.3, 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 and/or the Superintendent may schedule the Assistant Superintendent for vacation days prior to her final day of employment.

**13.4 Early Termination By the Committee or Superintendent Without Cause:** The Committee or the Superintendent may terminate this Employment Agreement and the Assistant Superintendent's employment at any time without cause by providing the Assistant Superintendent with at least sixty (60) calendar days written notice and paying the Assistant Superintendent an early termination payment of thirty thousand dollars (\$30,000) minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Assistant Superintendent. In the event of termination pursuant to this paragraph, with the exception of the early termination payment which shall be paid on or about the effective date of termination, 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. This Section 13.4 shall not be applicable to terminations pursuant to Section 13.1, Section 13.2, Section 13.3, or Section 13.5.

**13.5 Early Termination 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 on account of a disability for more than one hundred (100) days, the Committee or the Superintendent shall have the option of terminating her 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.

**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 Assistant Superintendent or sent by email to the Assistant Superintendent's Arlington Public Schools email address in the case of the Assistant Superintendent, or sent by certified mail to the Arlington Public Schools central office in the case of the Superintendent or the Committee with a copy sent by email to the Superintendent's Arlington Public Schools email address.

**15. ENTIRE AGREEMENT:** As of July 1, 2022, this Agreement shall supersede all prior agreements between the Arlington Public Schools and Alison Elmer. 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 \_\_\_\_\_, 2022.

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Alison Elmer, Assistant Superintendent

ON BEHALF OF THE ARLINGTON SCHOOL COMMITTEE  
BY:

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Elizabeth R. Exton  
Chairperson, Arlington School Committee