

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ARLINGTON SCHOOL COMMITTEE AND

Roderick MacNeal, Jr.

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 Roderick MacNeal, Jr. (hereinafter referred to as "the Assistant Superintendent"), collectively referred to as the "parties". 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 continue to employ Roderick MacNeal, Jr. as Assistant Superintendent for Curriculum and Instruction, K-12, of the Arlington Public Schools, and the Assistant Superintendent accepts such continued employment, on the terms and conditions contained in this Agreement.
2. **DURATION:** The Assistant Superintendent shall be employed as the Assistant Superintendent of the Arlington Public Schools 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 April 1, 2025 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:

<u>Contract Year</u>	<u>Contract Year Salary</u>
July 1, 2022 - June 30, 2023	\$183,645.00
July 1, 2023 - June 30, 2024	\$187,317.00
July 1, 2024 - June 30, 2025	\$191,063.00

The Assistant Superintendent's Contract Year 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 Contract Year 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 rules 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 1st of each Contract Year and ending the following June 30th. The Assistant Superintendent shall devote his full time, skill, labor and attention to the discharge of his 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 earned at the rate of 2.0833 days per month. A maximum of (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-five (35). The Assistant Superintendent shall comply with the procedures for requesting vacation leave established by the Superintendent of Schools for the Arlington Public Schools. For purposes of this Agreement the Assistant Superintendent's per diem rates shall be calculated by dividing his Contract Year Salary by 261.
- 5.3. **Sick Leave:** The Assistant Superintendent will be eligible for fifteen (15) sick days with pay per Contract Year to cover the Assistant Superintendent's absences for personal illness or injury. Unused sick days from the Assistant Superintendent's prior employment agreements with the Arlington Public Schools and under this Agreement will carry forward year to 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 of Schools 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 of Schools 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.
- 5.6. **Tuition Reimbursement:** The Assistant Superintendent will receive tuition reimbursement for of up to twelve (12) credits per year paid at the average of the state college rate for classes taken at accredited institutions provided the Assistant Superintendent has obtained the prior approval of the Superintendent and budgeted funds are available.

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 his duties upon presentation of receipts submitted within 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 Contract Year.

7. **HEALTH AND DENTAL INSURANCE:** The Assistant Superintendent may elect to obtain group health insurance and dental insurance generally 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. The Assistant Superintendent recognizes that the Arlington School Committee and the Town of Arlington may change such terms and conditions and such insurance 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 his duties consistent with law, Committee policies and Superintendent directives. 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. (Refer to the Job Description at Appendix A for a description of the duties.)
9. **LICENSE:** The Assistant Superintendent hereby represents to the Committee that he is currently licensed to serve as 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 him to serve as 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 his license 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 Arlington 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:
 - (i) the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations; local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
 - (ii) 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.

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 Teachers 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 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 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 Assistant Superintendent.

12.2. The Assistant Superintendent 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.

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 Assistant Superintendent from his position as Assistant Superintendent and/or may terminate his employment and this Employment Agreement for insubordination, incompetency, neglect of duty, 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 Superintendent shall provide the Assistant Superintendent with written notice of the reason, reasons, charge or charges against him, and the grounds on which such reason(s) or charge(s) is based. 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 his legal counsel present to advise him. 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 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 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.

13.2. By the Committee or Superintendent Without Cause

The Committee or 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 ninety (90) business days written notice and paying the Assistant Superintendent an early termination payment of fifty thousand dollars (\$50,000) 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 by 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 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.

13.3. For Disability

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 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.

13.4. 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 sixty (60) business 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.

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 certified mail to the Assistant Superintendent's residence in the case of the Assistant Superintendent, 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 supersedes all prior agreements between the parties and 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 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 Assistant Superintendent.
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 August 2022

Roderick MacNeal, Jr., Assistant Superintendent

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

Elizabeth Exton, Chair

APPENDIX A

<INSERT JOB DESCRIPTION HERE>