

2021-2022 EMPLOYMENT AGREEMENT

1. Preamble.

This Agreement (“the 2021-2022 Employment Agreement”) is entered into by and between the School Board of School Administrative Unit 52, Portsmouth, New Hampshire (the “Board” or the “SAU”) and Stephen Zadravec (the “Superintendent”).

2. Employment And Term.

The Board and the Superintendent are parties to an existing Agreement, executed in September 2018 (“the 2018 Employment Agreement”). The 2018 Employment Agreement will remain in place and in full effect until June 30, 2021. This 2021-2022 Employment Agreement will then replace and supersede the 2018 Employment Agreement.

By this 2021-2022 Employment Agreement, the SAU agrees to employ the Superintendent and the Superintendent agrees to accept employment in the position of Superintendent of Schools of SAU 52 for a term commencing on July 1, 2021 and extending through June 30, 2022. Unless earlier terminated by either party, this 2021-2022 Employment Agreement automatically expires on June 30, 2022.

3. Salary.

The Superintendent will be paid an annual salary of one hundred sixty thousand four hundred and eighty-four dollars and sixty-two cents (\$160,484.62). This salary will be payable in accordance with the SAU’s regular payroll practices and will be subject to such deductions as may be authorized by the Superintendent and/or as may be required by law.

4. Authority And Responsibility.

The Superintendent agrees to administer and supervise the schools of the SAU in accordance with the laws of the State of New Hampshire and in accordance with the rules and regulations of the State Board of Education and the SAU. In addition, the Superintendent shall have the authority, subject to limitations in law, collective bargaining agreements and SAU policies and procedures, to organize, reorganize and arrange the administrative and supervisory staff of the SAU in such way, as in the Superintendent’s judgment, best serves the SAU. The

Superintendent shall be responsible for the nomination, placement, and transfer of personnel. The Superintendent shall also be responsible for conducting annual performance evaluations of his direct reports.

5. Certification.

The Superintendent will be required to hold for the life of this 2021-2022 Employment Agreement a valid certificate for Superintendent of Schools, properly registered and issued by the State of New Hampshire.

6. Termination For Cause.

This 2021-2022 Employment Agreement may be terminated by the SAU at any time for cause, i.e., failure on the part of the Superintendent to comply with any term or condition of this 2021-2022 Employment Agreement, the laws of the State of New Hampshire, or the rules and regulations of the State Board of Education, the SAU, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the office of the Superintendent of Schools as specified in the Municipal Charter of the City of Portsmouth or as directed by the SAU. If a conflict arises, the rules and regulations established by the SAU will prevail. Termination for Cause will take place only following written notification specifying the reasons for termination. Unless the Superintendent submits to the SAU, within twenty (20) days of receipt of such notification, a written request for a hearing before the SAU, the 2021-2022 Employment Agreement shall be considered terminated as of the date which falls thirty (30) days after the Superintendent's receipt of notification. If the Superintendent requests a hearing, the SAU shall hold this hearing within twenty (20) days after receipt of such request. The SAU shall render a written decision to the Superintendent within ten (10) days of the hearing. In the event of a termination for cause, the Superintendent shall receive no compensation beyond the last day worked.

7. Termination By Mutual Consent/Voluntary Resignation.

This 2021-2022 Employment Agreement may be terminated at any time by mutual consent of the SAU and the Superintendent or by the voluntary resignation of the Superintendent. In the event the Superintendent voluntarily resigns before the expiration of the term of this 2021-2022 Employment Agreement, the Superintendent will give the SAU sixty (60) days written notice in advance of such resignation.

8. Termination With Payment.

If at any time the SAU in its discretion shall so determine, the SAU may, without cause and with or without prior notice, relieve the Superintendent of his duties under this 2021-2022 Employment Agreement. In such event, the Superintendent will be entitled to severance benefits. As is set forth above in Section 6, if the termination is for cause, the Superintendent will not be entitled to severance benefits. Such severance benefits will be paid in a lump sum and determined as follows: if termination without cause occurs prior to January 1, 2022, one full year's salary or the balance of the contract, whichever is less; and if termination without cause occurs after January 1, 2022, six month's salary. Severance benefits will not be paid upon the voluntary resignation of the Superintendent.

9. Vacation Leave.

The Superintendent is entitled to thirty (30) days of vacation during the term of this 2021-2022 Employment Agreement. The Superintendent will be paid for unused vacation time, not to exceed ten (10) days, within fourteen (14) days following the expiration of this 2021-2022 Employment Agreement. Except for this provision, there shall be no payoff of unused vacation time under any circumstances. The per diem rate for the Superintendent for purposes of this provision will be calculated by dividing the Superintendent's base salary (not including 403(b) payments, mileage allowance or any other additional payments) by 230.

10. Benefits.

Except as otherwise provided herein, the Superintendent's fringe benefits will be established by and in accordance with the collective bargaining agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators. Nothing in this provision, however, shall entitle the Superintendent to any salary enhancements included in that collective bargaining agreement, including but not limited to longevity or degree stipends.

11. 403(b) Plan.

The SAU will pay an employer contribution in the total amount of seven thousand dollars (\$7,000.00) to the Superintendent's 403(b) plan. Taxes and New Hampshire Retirement System contributions will be withheld from this contribution only to the extent, if any, required by applicable law.

12. Additional Economic Benefits.

In addition to the salary set forth in Section 3 above, the Superintendent will also be entitled to the following:

- A. Reimbursement of mileage incurred on SAU business at the rate established by the Internal Revenue Service.
- B. Reimbursement of reasonable and necessary expenses incurred in attendance at appropriate professional conferences (within budgets approved by the SAU), and payment of annual professional dues (within budgets approved by the SAU).

The parties below acknowledge that this 2021-2022 Employment Agreement is subject to the approval of the Portsmouth City Council, without which approval this Agreement is without force and effect.

Dated: 4/20/21



School Board of School Administrative Unit
52, Portsmouth, New Hampshire


Dated: 4/22/21



Stephen Zadavec

Approved by the City Council, Portsmouth, New Hampshire

Dated: May 17, 2021



City Clerk