

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into by the School Board of School Administrative Unit 52, Portsmouth, New Hampshire (the "Board" or the "SAU") and Dr. Zachary McLaughlin (the "Superintendent").

2. Employment and Term

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, 2022 and extending through June 30, 2025. The SAU and the Superintendent acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Superintendent agrees to devote all his professional efforts to the successful fulfillment of his responsibilities to the SAU as described in Section 4 below. With prior notice to and approval of the Board, the Superintendent may participate in other professional activities, including lecturing or involvement with non-profit organizations, provided that such participation does not negatively affect the Superintendent's responsibilities to the SAU. Pursuant to Sections 6 and 7 below, the SAU retains the right to terminate this Agreement, with or without cause, at any time during the term of this Agreement, and the SAU will then be liable to the Superintendent as set forth in the corresponding Section below.

3. Salary

Commencing on July 1, 2022, the Superintendent will be paid an annual base salary of **One Hundred Seventy-Two Thousand Five Hundred Dollars (\$172,500.00)**. This base salary will be paid in accordance with the SAU's regular payroll practices and will be subject to such deductions as may be authorized or as may be required by law. Effective July 1, 2023, and July 1, 2024, a COLA adjustment percentage increase to this base salary will be computed which will not be less than 2% nor more than 5%. The COLA adjustment percentage will be determined by taking the 10-year average of the CPI-U for the Boston-Cambridge-Newton all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December-to-December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

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 will 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 will be responsible for the nomination, placement, and transfer of personnel. The Superintendent will 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 Agreement a valid certificate for Superintendent of Schools, properly registered and issued by the State of New Hampshire.

6. Termination for Cause

This 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 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 all the reasons for the proposed termination and which provides the Superintendent with twenty (20) calendar days to cure any stated reasons for the proposed Termination for Cause. If the Superintendent cures the stated reasons for the proposed Termination for Cause by or before the twenty (20) calendar day cure period has concluded, the proposed Termination for Cause will be withdrawn. Unless the Superintendent submits to the SAU, within twenty-five (25) calendar days of receipt of such notification and after the twenty (20) calendar day cure period has elapsed without the Superintendent curing the reasons provided for Termination with Cause, a written request for a hearing before the SAU, the Agreement will be considered terminated as of the date which falls thirty (30) calendar days after the Superintendent's receipt of notification. If the Superintendent requests a hearing, the SAU will hold this hearing within twenty (20) calendar days after receipt of such request. The SAU will render a written decision to the Superintendent within ten (10) calendar days of the hearing. In the event of a Termination for Cause, the Superintendent will receive no severance and no further compensation beyond his last day worked.

7. Termination with Payment

The SAU may at any time, and in its sole discretion, without cause and without prior notice, relieve the Superintendent of his duties under this Agreement. In such event, the Superintendent will 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 of the last year of this Agreement, one (1) full year of base salary or the balance of the base salary still owed under the terms of the Agreement, whichever is less; and if termination without cause occurs in the last six (6) months of the Agreement, six (6) months of base salary. Severance benefits shall not be paid upon the voluntary resignation of the Superintendent or in the event of a termination for cause.

8. Termination by Mutual Consent/Voluntary Resignation

This 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 Agreement, the Superintendent will give the SAU sixty (60) days written notice in advance of such resignation. In the event of voluntary resignation, the Superintendent will not be eligible for severance benefits pursuant to Section 7 of this Agreement.

9. Severance Constitutes Release

The acceptance by the Superintendent of the severance benefits provided under this Agreement shall constitute a full and complete release of any rights, claims, or causes of action whether in law, equity or otherwise, that the Superintendent may have against the SAU, the School District, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.

10. Fringe Benefits

The Superintendent's fringe benefits will include the following, in accordance with the current collective bargaining agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators.

- Fifteen (15) days of paid sick leave per contract year, accumulating to a total maximum of one hundred and fifty (150) days. Accrued but unused sick leave is not paid out upon the Superintendent's separation from employment.
- Two (2) days of paid personal leave per contract year, non-accumulating.
- Group life insurance with a benefit equal to two (2) times base salary, with the employer paying the entire premium cost.
- Long term disability insurance providing a benefit of two thirds (2/3) of base salary, coverage beginning on the thirty-first (31st) day of disability, with the employer paying the entire premium cost.
- Annual course reimbursement equal to the cost of four (4) credit hours from the University of New Hampshire.
- Health Insurance – Family coverage under the SchoolCare/Cigna plan, with the employer paying ninety-four percent (94%) of the premium cost and the Superintendent paying six percent (6%) of the premium cost. The plan is described as "Open Access Plus In-Network with HRA." Family coverage under the plan includes a two thousand five hundred dollar (\$2,500) deductible, with two thousand dollars (\$2,000) covered by the employer HRA. Family coverage under the plan includes a four thousand dollar (\$4,000) out-of-pocket maximum.
- Dental Insurance – Family coverage under the SchoolCare/Cigna plan, with the employer paying one hundred percent (100%) of the premium cost. The plan is described as "Total Cigna DPPO" with a one thousand five hundred dollar (\$1,500) per person annual maximum.

Nothing in this provision will entitle the Superintendent to any of the salary enhancements included in the collective bargaining agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators, including but not limited to the longevity and/or degree stipends.

11. 403(b)

The SAU will pay an employer contribution equal to four percent (4%) of the Superintendent's base salary per contract year toward the purchase of a tax-sheltered retirement savings plan for the Superintendent pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended. All payments for the retirement savings plan will be paid at least annually by the SAU to a provider of the Superintendent's choice, which may be changed from time to time by the Superintendent by written notice to the SAU. This benefit, along with all other benefits under this Agreement, terminates with the termination of the Superintendent's employment for any reason. Taxes and New Hampshire Retirement System contributions will be withheld from these contributions only to the extent, if any, required by applicable law. This Section only will be subject to renegotiations by the parties in the event of a material change in the current provisions of the Internal Revenue Code and regulations adopted pursuant thereto governing such annuities.

12. Performance Objectives and Evaluation

The Board will annually define attainable performance objectives for the Superintendent. These attainable performance objectives will be provided to the Superintendent in writing. These performance objectives will be attainable within the time limitations specified and the annual operating and capital budgets and the appropriations provided.

The Superintendent will informally update the Board at least quarterly on his progress toward the completion of all performance objectives. Further, the Board will annually evaluate the Superintendent's progress toward the completion of all performance objectives. As part of this evaluation process, the Board will provide the Superintendent with a written evaluation and will provide adequate opportunity for the Superintendent to discuss the written evaluation with the Board.

13. Additional Benefits

In addition to the Salary and Fringe Benefits outlined above, the Superintendent will also be entitled to the additional benefits set forth below.

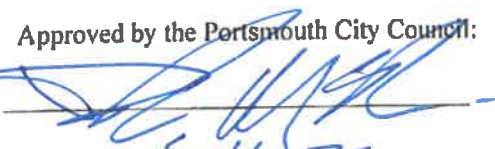
- a. Twenty-five (25) days of paid vacation leave per contract year, non-accumulating. The Superintendent will be permitted to cash out up to ten (10) accrued but unused vacation days per contract year, calculated at a *per diem* rate of the Superintendent's then current base salary divided by two hundred and sixty (260).
- b. Reimbursement of mileage incurred on SAU business at the rate established by the Internal Revenue Service.

- c. Reimbursement of reasonable and necessary expenses incurred in attendance at appropriate professional conferences, within budgets approved by the SAU.
- d. Reimbursement of up to Three Thousand Dollars (\$3,000.00) in expenses incurred by the Superintendent in relocating his family and household from Vermont.
- e. Annual dues/membership fees for the Superintendent's membership in the following professional organizations, within budgets approved by the SAU: the American Association of School Administrators; the New England Association of School Superintendents; and the New Hampshire School Administrators Association.
- f. To further aid the Superintendent in relocating his family and his household, if the Superintendent is unable immediately to secure permanent housing within the Portsmouth School District, the SAU will pay the cost of tuition, for up to one (1) school year, for the Superintendent's two (2) children to attend school in the Portsmouth School District. This benefit will terminate upon the earlier of the end of the first school year that the Superintendent is employed by the SAU, or the date on which the Superintendent secures permanent housing in another New Hampshire School District.
- g. The SAU will defend, hold harmless, and indemnify the Superintendent from any and all claims made against the Superintendent, either individually or in his official capacity, arising out of the performance of his duties as Superintendent, provided the Superintendent was acting within the scope of his duties. This provision shall not apply to any activities by the Superintendent that result in criminal charges and/or that constitute gross negligence.

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

For the SAU:	Superintendent:
	
Date: <u>5/11/22</u>	Date: <u>4/25/22</u>

Approved by the Portsmouth City Council:



Date: 5-11-22

