

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE MARBLEHEAD SCHOOL COMMITTEE

AND

JOHN ROBIDOUX

This Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the Marblehead School Committee (hereinafter referred to as "the Committee") and John Robidoux (hereinafter referred to as the "Superintendent" or " Mr. Robidoux"). This AGREEMENT will be effective as of July 1, 2025 and on July 1, 2025 shall supersede all prior employment agreements between the Committee and Mr. Robidoux. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ Mr. Robidoux as the superintendent of the Marblehead Public Schools, and Mr. Robidoux accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: Mr. Robidoux shall be employed as the superintendent of the Marblehead Public Schools for three (3) years, from July 1, 2025 through June 30, 2028, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than February 1, 2028, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2028. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before March 15, 2028. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire, and the Superintendent's employment will end on June 30, 2028.

3. COMPENSATION AND ONE-TIME ANNUITY PAYMENT

3.1 Compensation: The Superintendent will be paid in accordance with the following schedule:

	<u>Contract Year</u>	<u>Contract Year Salary</u>
First	July 1, 2025-June 30, 2026	\$215,000.
Second	July 1, 2026-June 30, 2027	To Be Determined
Third	July 1, 2027- June 30, 2028	To Be Determined

The Superintendent's Contract Year Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Committee shall determine the Superintendent's salary for the Second Contract Year (July 1, 2026- June 30, 2027) on or before June 30, 2026 and the third Contract Year (July 1, 2027-June 30, 2028) on or before June 30, 2027. The Superintendent's Salary in the Second Contract Year shall not be less than his Salary in the First Contract Year, and the Superintendent's Salary in the Third Contract Year shall not be less than his Salary in the Second Contract Year. The Superintendent's Contract Year Salary shall be earned ratably in each of the Contract Years (July 1, 2025-June 30, 2026; July 1, 2026-June 30, 2027; and July 1, 2027- June 30, 2028) and shall be prorated for work of less than a full Contract Year. The Superintendent's Salary shall be paid

in equal installments in accordance with the procedures governing payment of other professional staff in the Marblehead Public Schools.

3.2 One-Time Annuity Payment: Provided that the Superintendent is employed as the Superintendent of the Marblehead Public Schools on June 30, 2028, the Committee shall make a one-time payment on or about June 30, 2028 of seven thousand dollars (\$7,000) to a tax-sheltered annuity of the Superintendent's choosing. The Superintendent shall choose an annuity that is consistent with Massachusetts General Laws Chapter 71, section 37B, and section 403(b) or 457(b) of the I.R.S. code.

4. WORK YEAR AND LEAVE BENEFITS:

4.1 Work Year: The work year for the Superintendent is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent for the Marblehead Public Schools.

4.2 Vacation Leave:

A. Accrual.

The Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.0833 days per month. The Superintendent may borrow against future accrual during the same Contract Year.

B. Carry Over

A maximum of ten (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).

C. Per Diem Rate

For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Contract Year Salary shall be divided by 261 days.

D. Contract Year Vacation Pay Out

The Superintendent may elect to have up to and including five (5) days of his unused vacation paid out in the same Contract Year in which it was accrued provided that he notifies the Committee in writing on or before February 1st of that same Contract Year that he is electing to have such unused vacation days paid out and the number of days he is electing to have paid out. Pay-out shall be at the Superintendent's per diem rate for the Contract Year in which the election is made.

4.3 Sick Leave: The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 4.3. The Superintendent will accrue 1.66 days of sick leave per month commencing July 1, 2025. The Superintendent may use accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of ninety (90) days. Subject to the cap in the prior sentence, the Superintendent shall carry over all accrued unused sick leave days as of 11:00 p.m. on June 30, 2025 from his employment as Interim Superintendent for the Marblehead Public Schools. Unused sick leave is not paid out upon separation from employment.

4.4 Holidays: The Superintendent shall receive the following paid holidays:

New Year's Day
Martin Luther King Jr. Birthday
President's Day
Patriots' Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

4.5 Personal Leave: The Committee may grant the Superintendent up to two (2) personal leave days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's workday or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year and are not paid out upon separation from employment.

4.6 Bereavement Leave: The Superintendent may take up to five (5) work days as bereavement leave with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's spouse, child, father, mother, sibling, mother-in-law, father-in-law, grandparent, grandchild, sister, brother, or other person residing in the Superintendent's household. The Superintendent may take up to two (2) workdays as bereavement leave with pay to attend the funeral/memorial service for the Superintendent's sister in-law, brother in-law, nephew, or niece.

5. REIMBURSEMENT FOR EXPENSES, MOBILE PHONE AND EQUIPMENT, AUTO ALLOWANCE:

5.1 Reimbursement for Expenses: The Committee shall reimburse the Superintendent in accordance with Committee policy and procedure for reasonable and necessary, documented expenses incurred in the performance of his duties, except mileage which is covered by the Auto Allowance in Section 5.3 below, upon the presentation by the Superintendent of receipts submitted within 30 calendar days of incurring such expenses, including, but not limited to expenses for conferences approved in advance by the Committee, as well as membership dues for organizations approved in advance by the Committee. Such reimbursement shall not exceed five thousand dollars (\$5,000.) in the aggregate per Contract Year. The following dues and/or registration fees do not need School Committee prior approval but are subject to the \$5,000. aggregate limit per Contract Year:

- MASS annual membership fee
- MASS leadership Institute program fee
- Joint MASS and MASC Conference registration fee

No reimbursements shall be made in excess of the five thousand dollar (\$5,000.) limit without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.

5.2 Mobile Phone and Equipment: The Committee shall provide the Superintendent with a mobile phone and a laptop computer for use associated with his work for the Marblehead Public Schools and de minimis personal use.

5.3 Auto Allowance: The Committee shall pay the Superintendent an auto allowance of six hundred twenty-five dollars (\$625) in September, December, March, and June of each Contract Year.

6. INSURANCE: The Superintendent may elect to obtain group health insurance generally available to employees and their dependents in the Marblehead Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Marblehead Public Schools, and the Superintendent recognizes that the Marblehead School Committee and the Town of Marblehead may change such terms and conditions and such insurance from time to time. If the Superintendent declines to obtain such health insurance, the 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.

7. DUTIES: The Superintendent shall have charge of the administration of the Marblehead Public Schools consistent with law and Committee policies and directives. The Superintendent shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Marblehead Public Schools consistent with law and Committee policy. The Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs and shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. The Superintendent shall construct school committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Marblehead School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to the Superintendent's own employment and/or this AGREEMENT are under consideration. The Superintendent shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committees, as they may be promulgated or modified from time to time.

8. PERFORMANCE EVALUATION: The Committee shall devote at least a portion of one meeting before June 30th of each Contract Year to an evaluation of the Superintendent's performance and working relationship with the Committee. This performance evaluation shall comply with applicable law and regulations and be based in part upon performance criteria developed mutually by the Committee and the Superintendent; however, if the Committee and Superintendent do not agree on such criteria, the criteria shall be set by the Committee after input from the Superintendent. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that his evaluations will be conducted in an open session meeting of the Committee.

9. LICENSE: The Superintendent hereby represents to the Committee that he is currently licensed to serve as 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. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this AGREEMENT, a valid and appropriate license qualifying him to serve as a 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 Superintendent agrees to notify the Committee within 24 hours of learning that his license is being or has been revoked, rescinded, suspended, or lapsed.

10. PROFESSIONAL ACTIVITIES, TUITION REIMBURSEMENT:

10.1 Professional Activities: The Superintendent shall devote his full-time, attention, and energy to the business of the Marblehead Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide considering the responsibilities of 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 skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 10.1.

10.2 Tuition Reimbursement: The Superintendent may request reimbursement for tuition for graduate-level courses at accredited colleges and universities for courses approved in advance by the Committee provided that the Superintendent received a grade of "B" or better or a "Pass" grade in a course only offered on a pass/fail basis. Reimbursement shall not exceed two thousand dollars (\$2,000.) in each Contract Year.

11. INDEMNIFICATION:

11.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the 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 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 to suspend and/or terminate the Superintendent.

11.2 Mr. Robidoux shall, within three (3) 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.

11.3 This Section 11 shall survive the termination of this AGREEMENT.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 Early Termination by Mutual Agreement: The Superintendent and the Committee may terminate this AGREEMENT at any time prior to its expiration by mutual agreement.

12.2 Early Termination By the Committee with Cause: During the term of this AGREEMENT, the Committee may suspend the Superintendent from his position as 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 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 shall provide the

Superintendent with written notice of the reason, reasons, charge or charges against the Superintendent, and the grounds on which such reason(s) or charge(s) is based along with copies of any documents or other evidence on which the Committee may rely in deciding whether to suspend or terminate the Superintendent. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within five (5) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. There shall be no right to present witnesses and no right to confront or cross-examine witnesses. The Superintendent shall be entitled to have his legal counsel present to advise him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

12.3 Early Termination by the Superintendent: The Superintendent may terminate his employment by submitting his written resignation to the Committee 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 Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

12.4 For Disability: Subject to applicable law, if the Superintendent is absent from work on account of a disability for more than one hundred (100) calendar days, the Committee shall have the option of terminating his employment and this Employment AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this Employment AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

13. 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 Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or delivered by in-hand delivery to the Chairperson of the Committee with a copy emailed to every member of the Committee.

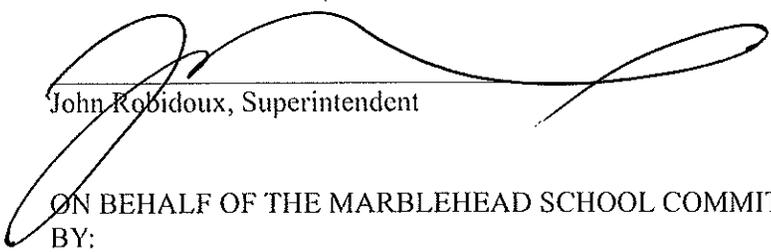
14. ENTIRE AGREEMENT: This AGREEMENT contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification or addition to this AGREEMENT shall be effective unless and until set forth in writing and signed by the parties.

15. SEVERABILITY: If any term(s) or provision(s) of this AGREEMENT is 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.

16. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

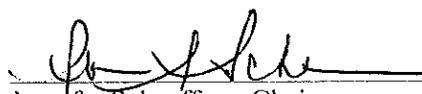
17. COUNTERPARTS: This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 28 day of May, 2025.



John Robidoux, Superintendent

ON BEHALF OF THE MARBLEHEAD SCHOOL COMMITTEE
BY:



Jennifer Schaeffner, Chairperson
Marblehead School Committee