

Employment Agreement

Superintendent of Schools

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

Section 1. Term.

- A. The Board agrees to continue to employ the Superintendent, and the Superintendent agrees to accept continued employment in the position of Superintendent of the Portsmouth School Department for a three (3) year term commencing on July 1, 2025, and ending on June 30, 2028. The Board 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 his professional efforts to the successful fulfillment of his responsibilities to the Board and the Portsmouth School Department.
- B. The Superintendent will notify the Board after September 15, 2027 that this Agreement is scheduled to terminate on June 30, 2028. After receipt of such notice, if the Board does not thereafter notify the Superintendent prior to December 15, 2027 of its intent to negotiate a successor agreement, this Agreement will automatically expire under its terms and conditions on June 30, 2028, and the Superintendent will not be entitled to the Severance Benefits provided in Section 12 below. If the Board notifies the Superintendent of its intent to negotiate a successor agreement, the negotiations will commence within thirty (30) days of the date of that notification. The terms of this Agreement will remain in effect while the parties are engaged in good faith negotiations for a successor agreement. If the parties begin good faith negotiations toward a successor agreement but are unable to negotiate a successor agreement prior to July 1, 2028, this Agreement will terminate on July 1, 2028, and the Superintendent will be entitled to the Severance Benefits provided in Section 12 below.

Section 2. Authority and Responsibility.

The Superintendent agrees to administer and supervise the schools of the Portsmouth School Department in accordance with the laws of the State of New Hampshire, as well as the rules

and regulations of the State Board of Education and the Portsmouth School Department. In addition, the Superintendent will have the authority, subject to limitations in law, collective bargaining agreements, and Board policies and procedures, to organize, reorganize, and arrange the administrative and supervisory staff of the Portsmouth School Department in such a way as in the Superintendent's judgment best serves the Portsmouth School Department. 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.

Section 3. Compensation.

- A. Commencing on July 1, 2025, the Superintendent will be paid an annual base salary of One Hundred Eighty-Six Thousand Eight Hundred Seventeen dollars (\$186,817). This base salary will be paid in accordance with the Portsmouth School Department's regular payroll practices and will be subject to such deductions as may be authorized by the Superintendent or as may be required by law.
- B. COLA: Effective July 1, 2026, and July 1, 2027, 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 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.

Section 4. Health, Life, Dental, and Disability Insurance Benefits.

- A. The Superintendent will receive the Yellow Open Access with Choice Fund Consumer-Driven Health Plan, offered through SchoolCare ("the CDHP"). 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.

- a. Effective July 1, 2025, the Board will pay 93% of the premium cost for single, two-person, or family coverage, and the Superintendent will pay 7% of the premium cost.
 - b. Effective July 1, 2026, the Board will pay 92% of the premium cost for single, two-person, or family coverage, and the Superintendent will pay 8% of the premium cost.
 - c. Effective July 1, 2027, the Board will pay 91% of the premium cost for single, two-person, or family coverage, and the Superintendents will pay 9% of the premium cost.
- B. The Superintendent will receive group life insurance with a benefit equal to two (2) times base salary, with the Board paying the entire premium cost.
 - C. The Superintendent will receive long-term disability insurance which provides a benefit of two-thirds (2/3) of base salary, to a maximum benefit of four hundred thousand dollars (\$400,000), with coverage beginning on the ninety-first (91st) day of disability, with the Board paying the entire premium cost.
 - D. The Superintendent will receive 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.

Section 5. Vacation, Sick Leave, Personal Days, and Holidays.

- A. The Superintendent will receive twenty-five (25) days of paid vacation 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. The Superintendent will receive 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.
- C. The Superintendent will receive three (3) days of paid personal leave per contract year, non-accumulating.

- D. The parties recognize that the Superintendent is a non-exempt, salaried employee. As such, it is ultimately up to the Superintendent's discretion to determine how he manages his schedule to fulfill his job responsibilities. Nevertheless, it is the parties' mutual understanding and expectation that the Superintendent will typically take off the same holidays as senior City of Portsmouth staff, without any loss of pay or benefits. The Superintendent will not receive any additional holiday pay.

Section 6. Vehicle.

During the term of this Agreement, the Board agrees to provide the Superintendent with a vehicle stipend of three hundred dollars (\$300) per month.

Section 7. Tax Sheltered Annuity.

Each year of this Agreement, the Board will make the following employer contributions into a tax-sheltered retirement savings plan for the Superintendent, pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended;

- In each year of this Agreement, the Board will make an employer contribution equal to four percent (4%) of the Superintendent's annual base salary;

All payments for the retirement savings plan will be made 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 through written notice to the Board. 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/or the regulations pursuant thereto governing such annuities.

Section 8. General Business Expenses.

- A. The Board will pay annual dues/membership fees for the Superintendent's membership in the following professional organizations, within budgets approved by the Board: the American Association of School Administrators; the New England Association of School Superintendents; and the New Hampshire School Administrators Association.

- B. The Board will pay annual course reimbursement for the Superintendent equal to the cost of four (4) credit hours from the University of New Hampshire.
- C. The Superintendent is encouraged to engage in ongoing professional learning and national-level collaboration. Accordingly, the Board will pay all reasonable and necessary expenses for the Superintendent to attend the annual AASA National Conference on Education, including but not limited to: registration fees, travel and transportation expenses, lodging, meals and incidentals, and any other related conference expenses in accordance with applicable Portsmouth School Department travel and reimbursement policies. Attendance at the AASA National Conference will be considered official school district business, and time spent at the conference will not be deducted from the Superintendent's vacation or personal leave. The Superintendent will provide appropriate documentation of expenses as required for reimbursement or direct payment from the Portsmouth School Department.
- D. The Board will pay necessary expenses incurred by the Superintendent while attending other appropriate professional conferences, within budgets approved by the Board.

Section 9. Communication.

As soon as mutually practicable after the start of the 2025-2026 school year, the Board and the Superintendent will meet to discuss their current communication practices and agree on any necessary changes to enhance their communications. At least annually thereafter, the Board and the Superintendent will meet to discuss their communication practices and agree on any additional changes needed to improve their communications.

The Board, both individually and collectively, will strive to bring to the Superintendent's attention any material complaints, concerns, and suggestions related to the operation of the Portsmouth School Department and/or the Superintendent's performance.

Section 10. Certification.

The Superintendent will be required to continue 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.

Section 11. Termination.

- A. This Agreement may be terminated by the Board 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 Board, 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 Board. In the event of a conflict, the rules and regulations established by the Board will take precedence.

- B. 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 Board, 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 Board, 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 Board will hold it within twenty (20) calendar days after receiving such a request. The Board 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.
- C. The Board may at any time, and in its sole discretion, without cause and without prior notice, relieve the Superintendent of his duties under this Agreement. If this occurs, the employee will be entitled to the severance benefits in Section 12.

Section 12. Severance.

- A. If the Superintendent is terminated without cause, the Board will provide the Superintendent with a payment equal to twelve (12) months' base salary at the Superintendent's then current rate of pay. This payment will be paid in a lump sum or as salary continuation, at the Superintendent's option.
- B. If the Superintendent is terminated without cause, for a period of twelve (12) months following termination, the Board will pay the cost to continue health insurance for the Superintendent and all covered dependents, after which time, the Superintendent will

be provided access to health insurance continuation pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

- C. The acceptance by the Superintendent of the Severance Benefits provided for in this Agreement will constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Superintendent may have against the Portsmouth School Department and the City of Portsmouth, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys.

Section 13. Resignation.

- A. This Agreement may be terminated at any time by mutual consent of the Board 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 Board 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 12 of this Agreement.

Section 14. Performance Evaluation.

- A. A subcommittee of the Board will review and evaluate the Superintendent's performance annually during the month of June, or such other month as may be mutually agreed upon, commencing in 2026. This review and evaluation will be in accordance with specific criteria developed jointly by the entire Board in consultation with the Superintendent. These criteria may be added to or deleted as the Board determines, in consultation with the Superintendent, from time to time. Upon completing the review and evaluation, the subcommittee will consult with the entire Board to provide the Superintendent with a written summary statement of the findings and to offer an adequate opportunity for the Superintendent to discuss the review and evaluation with the entire Board.
- B. The Board and the Superintendent will annually define performance objectives as they may determine necessary for the proper operation of the Portsmouth School Department and in the attainment of the Board's policy objectives, and will further establish a relative priority among those various objectives, these objectives to be documented in writing. The objectives should be attainable within the time limit.

Section 15. Indemnification.

The Board 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.

For the School Board:

Nancy Clayburgh

Date: 8/25/25

Superintendent:

[Signature]

Date: 8/22/25

Approved by the Portsmouth City Council:

Date: August 18, 2025