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15-19

PORTLAND PUBLIC SCHOOLS

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

It is hereby agreed by and between The Portland Board of Public Education (hereinafter called the "Board") and Emmanuel Caulk (hereinafter called the "Superintendent") that the said Board in accordance with its action found in the minutes of the meeting held on the 18th day of November, 2014, has and does hereby extend the employment of the said Emmanuel Caulk as Superintendent of Schools for a period commencing July 1, 2015, and ending June 30, 2019, subject to the following terms and conditions:

1. **Certification:** The Superintendent shall at all times as a condition of his employment under this contract hold a valid and appropriate certificate authorizing him to act as Superintendent of Schools in the State of Maine.

2. **Duties:** Both parties agree that said employee shall perform the duties of the Superintendent in and for the public schools under jurisdiction of the Board as prescribed by the statutes of the State of Maine and the policies established by the Board as modified from time to time. The duties of the Superintendent shall also include those duties as described in the Superintendent Job Description as prepared and modified by the Board from time to time, and provided to the Superintendent. During the term of the this Agreement, the Superintendent shall devote his full time, skills, labor and attention to the performance and discharge of his duties and responsibilities; provided, however, that the Superintendent may undertake speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, with the prior consent of the Board, so long as such activities do not materially affect the performance and/or discharge of the Superintendent's duties and/or responsibilities under this Agreement.

3. **Salary:** The Superintendent's annual base salary rate for the first year of this agreement shall be \$138,875, payable in equal installments in accordance with the policies of the Board. Salary for the second and third years of this agreement shall be determined annually pursuant to "Salary Adjustment" below. In the event that per diem pay must be calculated, it shall be equal to 1/260th of the annual salary.

4. **Salary Adjustment:** The Board may adjust the annual salary rate of the Superintendent during the term of this contract, such salary adjustment not to reduce the annual salary rate below the figures stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the school unit. Any adjustment in salary made during the term of this contract shall be valid only when approved by the Board and prepared in the form of a written and executed amendment. and such amendment shall

become a part of this contract, but it shall not be considered that the Board has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been expanded.

5. Evaluation

A. The written Superintendent Evaluation System, as may be updated annually, shall provide the guidelines and procedures for Superintendent evaluation by the Board. The Board shall formally evaluate the Superintendent at least annually at a meeting scheduled by the Superintendent during the month of November, except as otherwise provided herein. The evaluation shall be considered in the Board's determination of salary in subsequent contract years.

B. The Board and the Superintendent shall meet quarterly in executive session (such sessions to be scheduled by the Superintendent) to discuss Superintendent-Board relationships. Such discussions should include an assessment of previously mutually agreed upon goals and of the professional behavior and performance of the Superintendent.

6. Implementation of Strategies and Systems to Improve Teaching, Learning and Student Outcomes: In addition to salary, the Board may, in its sole discretion, award a further sum of up to five per cent (5%) of base annual salary per year, for progress toward implementation of strategies and systems necessary to improve teaching, learning and student outcomes including leadership development and parent engagement, in order to create the conditions to achieve and/or exceed Student Achievement Objectives. No later than November 30 each year, the Superintendent shall submit to the Board a written statement identifying strategies and systems to improve teaching, learning and student outcomes for review and approval by the Board. No later than October 31 each year, the Superintendent shall provide a written report to the Board on progress toward achievement of the implementation of strategies and systems to improve teaching, learning and student outcomes during the previous school year, based on available objective measures. Based on the Superintendent's report and other evidence that it may consider, the Board will determine whether to award the Superintendent up to five per cent (5%) of base annual salary in addition to his salary. Pursuant to this paragraph, the Superintendent shall be awarded the sum of \$1,375 for the 2014-2015 contract year.

7. Termination: Unless otherwise terminated, this contract shall terminate automatically on June 30, 2019, without the requirement of any action by either party, at which time all obligations of the Board to the Superintendent hereunder shall cease. The parties acknowledge that no cause is required for the Board to permit this contract to terminate automatically by expiration of its term and to not enter into a new contract with the Superintendent.

8. **Resignation:** The Superintendent shall not resign his employment hereunder without at least six months prior written notice to the Board.

9. **Discharge:** Throughout the term of this contract, the Superintendent shall be subject to discharge in accordance with the laws of Maine, and in the event of such discharge, this contract shall terminate and all obligations of the Board to the Superintendent hereunder shall cease.

10. **Benefits**

A. **Vacation.** The Superintendent shall receive 25 days of vacation annually, exclusive of legal holidays, to be taken in such a manner as to ensure that the school system is to run in an orderly and efficient manner. Unused vacation days shall not be carried forward from year to year without the express prior written approval of the Board.

B. **Flexible Benefits Plan.** The Superintendent shall be entitled to participate in the Flexible Benefits Plan as provided in Exhibit A to this Agreement.

C. **Sick Leave.** The Superintendent shall accumulate sick leave at the rate of 18.5 days per calendar year, up to a maximum of 248 days.

D. **Personal Leave.** The Superintendent shall be entitled to up to three days leave for non-recreational personal business which cannot be accomplished outside of normal work hours.

E. **Bereavement Leave.** In case of the death of a spouse, domestic partner or child, the Superintendent may take up to ten days leave with pay either immediately following the death or at such other time as may be necessary to handle estate related matters. In the case of the death of a parent, grandparent, parent-in-law, grandchild, brother, sister, or any relative residing in the household, the Superintendent may take up to five days leave with pay. In the case of a niece, nephew, aunt, uncle, cousin, sister-in-law or brother-in-law, the Superintendent may take up to three days leave with pay.

F. **Automobile expense.** The Superintendent shall be reimbursed for work-related travel (excluding commuting) in his personal automobile at the current IRS rate per mile, as may be adjusted from time to time, after submission of written mileage statements.

G. Retirement Contribution. The Board shall make, to the maximum extent permitted by applicable Federal law, an employer contribution in the amount of \$11,500 towards the purchase of a tax-sheltered annuity for the Superintendent pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended, prior to June 30 in each of the three years of this agreement. All premiums for the annuity contract shall be paid by the Board to an annuity provider of the Superintendent's choice, which provider may be changed from time to time by the Superintendent by written notice to the Board. The Board shall make appropriate tax and other withholdings from this amount, including withholding for the Maine Public Employee Retirement System. The Superintendent may also elect to defer compensation to a 403(b) plan to the maximum extent permitted by law.

H. Life Insurance. The Superintendent shall receive paid life insurance coverage through the Maine Public Employee Retirement System in an amount equal to his annual salary.

I. Professional Development. The Board encourages, subject to the availability of budgeted funds as set forth below, the continuing professional growth of the Superintendent through his participation in:

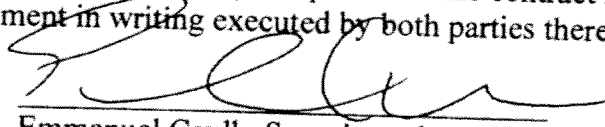
- i. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school boards associations;
- ii. seminars and courses offered by public or private educational institutions;
- iii. informational meetings with other persons whose skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities;
- iv. visits to other institutions.

The Board will, subject to prior Board approval, reimburse the Superintendent annually for professional conferences, professional membership dues, and similar expenses related to professional development.

The Board will also reimburse the Superintendent for the cost of university graduate course credits up to a maximum of the current level charged by the University of Maine for up to six (6) credit hours per year.

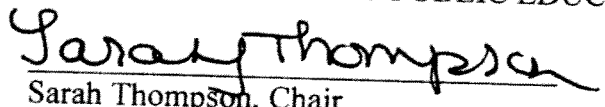
J. Technological devices. The Board will furnish a mobile telephone with voice and data service, home fax machine and laptop computer for the Superintendent's use for work-related purposes, which shall be returned to the School Department upon termination of employment.

11. **Entire Agreement:** This agreement represents the entire agreement between the parties and supersedes any and all prior agreements between or representations made by the parties. This contract may be amended only by an agreement in writing executed by both parties thereto.


Emmanuel Caulk, Superintendent

Date: 12/2/14

PORTLAND BOARD OF PUBLIC EDUCATION


Sarah Thompson, Chair

Date: 12/2/14

EXHIBIT A
FLEXIBLE BENEFITS PLAN

A. Benefit Dollars

The Superintendent is entitled to receive total benefit dollars equal to the premium for the MEA Blue Cross/Blue Shield Adult plus Child Choice Plus health insurance plan.

B. BENEFIT OPTIONS

The Superintendent is eligible to participate in, and may apply Benefit Dollars toward the cost of, any of the benefit options described below. Benefit elections must be made annually during an election period selected by the Board (the "Election Period"). During the Election Period, the Superintendent may add, drop or change the level of dental insurance, change medical insurance plans, and change the amount of contributions to medical and dependent care reimbursement accounts. Other than during the Election Period, benefit elections may not be changed unless the Superintendent has a change of family status or other event, which permits an election change under the Internal Revenue Code.

1. Health Insurance

The Superintendent may enroll in the MEA Benefits Trust Blue Cross/Blue Shield Standard Plan or Choice Plus Plan and select full family coverage, dependent coverage, single coverage or no coverage. Premiums will be deducted from Benefit Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be deducted from the Superintendent's pay on a pre-tax basis, unless the Superintendent elects to have such amounts deducted on an after-tax basis.

2. Dental Insurance

The Superintendent is eligible to receive MSMA Dental Insurance. The Superintendent may elect to receive full family coverage, dependent coverage, single coverage or no coverage. Premiums will be deducted from Benefit Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be deducted from the Superintendent's pay on a pre-tax basis, unless the Superintendent elects to have such amounts deducted on an after-tax basis.

3. Medical Reimbursement Accounts

The Superintendent may elect to establish and make semi-monthly contributions to a medical reimbursement account. Annual contributions to a medical reimbursement account may not exceed \$2,500 and \$104.17 semi-monthly. Contributions will be deducted from Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will be deducted from the Superintendent's pay on a pre-tax basis. Medical reimbursement accounts will be managed by MSMA. Reimbursements from medical reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Medical Care Reimbursement Plan.

4. Dependent Care Reimbursement Account

The Superintendent may elect to establish and make semi-monthly contributions to a dependent care reimbursement account. Such semi-monthly contributions may be no less than \$30 (\$720 annually) and no more than \$208.33 (\$4,999.92 annually). Contributions will be deducted from Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will be deducted from the Superintendent's pay on a pre-tax basis. Dependent care reimbursement accounts will be managed by MSMA. Reimbursements from dependent care reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Care Assistance Plan.

5. Taxable Income

Any Benefit Dollars not applied to one of the benefit options described above will be paid to the Superintendent as taxable income.

Notwithstanding anything contained to the contrary herein, the Board reserves the right to institute a new program of insurance providing benefits substantially equal or superior to those described above.

C. Should any part of this flexible benefits plan be out of compliance with applicable law, the parties will negotiate to revise the plan to comply with the law, with the intent being to provide a benefit of substantially the same value as the benefit provided herein.