

## SUPERINTENDENT'S CONTRACT

**AGREEMENT** as authorized by **SCHOOL COMMITTEE** vote of December 17, 2018 and effective as of July 1, 2019 by and between **J** (hereinafter referred to as "SUPERINTENDENT") and **SWANSEA SCHOOL COMMITTEE** (hereinafter referred to as "COMMITTEE").

In consideration of the promises herein contained, the parties hereby mutually agree as follows:

1. **EMPLOYMENT:** The COMMITTEE hereby continues to employ as SUPERINTENDENT of the Public Schools of the Town of Swansea and hereby accepts said continued employment on the following conditions and terms:
  2. **DURATION:** The SUPERINTENDENT shall be employed for a Five (5) year term commencing July 1, 2019 and ending on June 30, 2024. The COMMITTEE shall notify the SUPERINTENDENT in writing via registered mail addressed to the SUPERINTENDENT'S residence during the period February 1, 2024 to April 1, 2024 if it desires to enter into a new agreement with the SUPERINTENDENT commencing on July 1, 2024.

It is understood that the COMMITTEE and the SUPERINTENDENT may, if mutually agreeable, negotiate a new employment agreement effective upon the expiration of this Agreement or prior to the expiration hereof and if no such negotiation has been made by the expiration date, the contract will automatically renew for the same duration and rate increase of the current contract unless no notice was provided between February 1 and April 1, 2024.

Nothing herein contained shall be construed in any way, manner or fashion as conferring or granting tenure to the SUPERINTENDENT or as any indication of any intent so to do.

3. **SALARY:**
  - A. The SUPERINTENDENT is to be paid a minimum base annual salary of one hundred fifty-seven thousand and 00/100 (\$157,000) dollars commencing July 1, 2019 and ending on June 30, 2020. Said salary shall be paid throughout the contract period in equal installments convenient to the parties, but not less than monthly.
  - B. The SUPERINTENDENT is to be paid a minimum base annual salary of one hundred sixty-two thousand and 00/100 (\$162,000.00) commencing July 1, 2020 and ending June 30, 2021.
  - C. The SUPERINTENDENT is to be paid a minimum base annual salary of one hundred sixty-seven thousand and 00/100 (\$167,000.00) commencing July 1, 2021 and ending June 30, 2022.
  - D. The SUPERINTENDENT is to be paid a minimum base annual salary of one hundred sixty-seven thousand and 00/100 (\$167,000.00) commencing July 1, 2022 and ending June 30, 2023

E. The SUPERINTENDENT is to be paid a minimum base annual salary of one hundred seventy-two thousand and 00/100 (\$172,000.00) commencing July 1, 2023 and ending June 30, 2024

4. **TERMINATION:**

A. The COMMITTEE may terminate this Agreement at any time during the term of this Agreement after one hundred and eighty (180) days written notice to the SUPERINTENDENT.

B. The SUPERINTENDENT may resign his position upon ninety (90) days written notice to the COMMITTEE.

C. This Agreement and the SUPERINTENDENT employment may be terminated at any time by mutual consent of both parties.

D. Upon termination of this Agreement for any reason, the SUPERINTENDENT will be paid the full amount of salary and other benefits or compensation earned through the date of termination.

E. Termination of the SUPERINTENDENT'S employment shall terminate this Agreement.

5. **DUTIES:** SUPERINTENDENT shall perform faithfully to the best of his ability, the duties of SUPERINTENDENT, and shall serve as Chief Executive Officer of the COMMITTEE, as prescribed by statute and amended by Committee regulations and directives. He shall make such reports and act in such manner as the COMMITTEE may direct.

Further, in addition to his general duties, and not in limitation thereof, SUPERINTENDENT shall have the following specific performance responsibilities:

1. Attend and participate in all School Committee Meetings and its committees, except when own employment or salary is under consideration, when excused by the Chair, or when on approved leave.
2. Advise the School Committee on the need for new and/or revised policies and see that all policies of the School Committee are implemented.
3. Prepare the annual operating budget recommendations and implement the School Committee approved budget and shall have the responsibility for supervising and improving programs in the following areas:
  - (a) Budget development, financial planning and accounting.
  - (b) Purchasing and supply management.

- (c) Maintaining effective budgetary control procedures.
- (d) Orders all supplies and equipment for the school system and is responsible for inventory, storage and distribution of same.
- (e) Purchases by competitive bidding and informal quotation items of supply and equipment necessary for the operation of the school district.
- (f) Prepares all bidding documents, including notice to bidders, instruction to bidders, specifications, and form of proposal.
- (g) Monitors all purchase requisitions to determine correctness of information, price extensions, coding information, etc.
- (h) Assumes responsibility for correspondence relating to school district purchasing activities.
- (i) Maintains perpetual inventory systems and annual school district inventory.
- (j) Supervises storage and distribution of supplies and equipment.
- (k) Maintains accounts for all receipts and disbursements to the Town Accountant and Town Treasurer.
- (l) Maintains a continuous internal auditing program for all funds.
- (m) Disseminates information to appropriate staff concerning the status of their budgetary accounts.
- (n) Is responsible for insurance records.
- (o) Oversees accounting relating to transportation and food service functions.
- (p) Prepares financial and statistical information required by the District and School Committee.
- (q) Prepares financial reports as required by State, Federal and local agencies having jurisdiction over public school funds.
- (r) Supervises the preparation of the payroll.
- (s) Completes for submission to the appropriate commonwealth agencies the annual state report and all other financial reports required by statutes which provide for state funding of public school system.
- (t) Coordinate business office procedures and paper flow.

- (u) Plans, organizes and controls the overall activities of electronic data processing, including systems analysis, programming and computer operation activities as related to the districts business operations.
  - (v) Administers the systems employee benefits program and serves as a resource person for the staff regarding such benefits.
4. Prepare and submit to the School Committee recommendations relative to all matters requiring School Committee action, placing before the School Committee such necessary and helpful facts, information and reports as are needed to insure the making of informed decisions.
  5. Inform and advise the School Committee about the programs, practices and problems of the schools and keep the School Committee informed of the activities operating under the School Committee's authority.
  6. Secure and appoint the best qualified and most competent teachers and supervisory and administrative personnel subject to the laws of the Commonwealth of Massachusetts.
  7. Assign and transfer employees as the interest of the system may dictate and report such action to the School Committee for information.
  8. Hold such meetings for teachers and other employees as necessary for the discussion of matters concerning the improvements and welfare of schools.
  9. Keep the public informed about modern educational practices, educational trends and the policies, practices and problems in the Swansea Schools.
  10. Delegate at own discretion to other employees the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the SUPERINTENDENT of final responsibility for the action taken under such delegation, nor does such delegation in any way derogate from traditional School Committee authority.
  11. Make recommendations with reference to the location and size of new buildings on school sites; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations and changes in the buildings and equipment of the district. Is responsible for grounds, maintenance care and renovation.
  12. Submit to the School Committee a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.
  13. Maintain adequate records for the schools, including a system of financial accounts, business and property records; and personnel, school population and scholastic records. Acts as custodian of such records and of all contracts,

securities, documents, title papers, books of records and other papers belonging to the School Committee.

14. Make recommendations to the School Committee concerning the transportation of pupils in accordance with the law and the requirements of safety.
15. Provide suitable instructions and regulations to govern the use and care of school properties for school purposes.
16. Attend, or designate a representative to attend, all meetings of municipal agencies at which matters pertaining to the public schools appear on the agenda or are expected to be raised.
17. Perform such other tasks as may from time to time be assigned by the School Committee.
18. Participate in and have workable knowledge of all State and Federal Programs with respect to and affecting the Swansea Public Schools.
19. Recommend to the School Committee textbooks and courses of study.

The enumerated responsibilities above set forth are in no way to be construed as a limitation on School Committee power and authority to assign other duties and responsibilities consistent with the duties and responsibilities of a superintendent of schools.

6. **CERTIFICATE:** The SUPERINTENDENT shall furnish and maintain throughout the term of this contract such valid and appropriate certificates qualifying him to act as Superintendent of Schools of the District of the Commonwealth, as required by law.

7. **CONSULTATIVE WORK:** The SUPERINTENDENT may undertake and engage in consultative work or academic teaching assignments for which he may be paid by outside individuals and/or concerns provided that such activities do not in any manner interfere with the performance of his duties under this Agreement and that such activities only be undertaken on vacation days; provided the Superintendent shall notify the Chair of the School Committee of such activities.

8. **ADMINISTRATION AND SUPERVISION OF THE SCHOOL DISTRICT:** The SUPERINTENDENT shall manage the Swansea School System in a fashion consistent with State Law and the policy determinations of the School Committee, shall have the authority, subject to law and any legally binding contracts of the School District, and the direction of the COMMITTEE, to organize, re-organize and arrange the administrative and supervisory staff in such a way as in his best judgement best serves the School District. The administration of instruction and all business affairs shall include the responsibility for employment, placement, and transfer of personnel, and shall be vested in the SUPERINTENDENT to the extent of the law. The SUPERINTENDENT shall be under the COMMITTEE'S general direction, and under such direction, shall have the care and supervision of the public schools, shall assist the

COMMITTEE in keeping its records and accounts and in making such reports as are required by law and shall recommend to the COMMITTEE textbooks, and courses of study. Should the COMMITTEE decline to follow the recommendation of the SUPERINTENDENT relative to textbooks and courses of study, the SUPERINTENDENT shall expeditiously make new recommendations to the COMMITTEE for its approval. The COMMITTEE, individually and collectively, shall promptly refer to the SUPERINTENDENT, for his study and recommendation all criticisms, complaints, and suggestions brought to its attention.

9. **STATE RETIREMENT ASSOCIATION:** The SUPERINTENDENT shall be a member of the Teachers' Retirement system as required by M.G.L. Chapter 32, Section 2.

10. **FRINGE BENEFITS:** The SUPERINTENDENT shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to other non-union, non-contract professional personnel, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future unless such benefits are reduced for all other non-union, non-contract employees. The COMMITTEE and SUPERINTENDENT may agree to alter components of these benefits or to add benefits not currently available to non-union, non-contract professional personnel.

11. **LONGEVITY:** Upon completion of twenty (20) years of employment, and each year thereafter, the SUPERINTENDENT will be compensated three thousand (\$3000,00) dollars paid in twenty-six (26) equal installments. Any percentage increase is not applicable to this stipend.

12. **ANNUAL VACATION, HOLIDAYS:** (1) The SUPERINTENDENT shall receive twenty-five (25) days of annual vacation, exclusive of legal holidays. (2) The COMMITTEE agrees to pay SUPERINTENDENT for any unused vacation time; said payments to be on an annual basis, and to be computed as of June 30<sup>th</sup> of each year covered under the terms of this contract. (3) The SUPERINTENDENT shall receive such paid holidays as are from time to time established by the COMMITTEE for its non-union, non-contract professional personnel.

13. **SICK /PERSONAL LEAVE:** The SUPERINTENDENT will hereafter be awarded sick leave at the rate of fifteen (15) days at the beginning of each school year during the term of this agreement. Sick leave in excess of five (5) days continuous absence may require medical certification by the COMMITTEE. The SUPERINTENDENT will be allowed to carry over accumulated sick leave, and upon retirement, be allowed a buy-back of one hundred and fifty (150) accumulated sick days at a rate commensurate with the current Collective Bargaining Agreement covering teachers and other professional employees (the "CBA"). Personal Days shall be accrued at two (2) days per year to a maximum of four (4) days. Personal days, when an accumulation of four (4) days remain at the end of the fiscal year, will be subject to buyback of remaining days at the rate of \$75.00 per day. Personal days may be taken in increments of half or full day.

14. **PROFESSIONAL DEVELOPMENT:** The SUPERINTENDENT will be allowed to attend professional development opportunities, provide at cost by the COMMITTEE that allow the SUPERINTENDENT to remain current with statewide practices, in accordance

with the Department of Elementary and Secondary Education mandates, and post-graduate studies which assist in remaining current with established practices.

15. **RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT:** The SUPERINTENDENT shall attend all regularly scheduled School Committee Meetings and shall meet with the COMMITTEE or its individual members at such times and places as the COMMITTEE may direct.

16. **EVALUATION:** The COMMITTEE shall evaluate, and assess in writing, the performance of the SUPERINTENDENT at least twice a year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT contained in the Committee Policy Manual and the goals and objectives of the District for the year in question and shall utilize the evaluation format incorporated by State of Massachusetts to be used by the Superintendent and School Committee.

The standards and processes in the evaluation process shall be consistent with the then current regulations of the Department of Elementary and Secondary Education for superintendent evaluations.

18. **TRAVEL:** SUPERINTENDENT will be compensated in the amount of one thousand five hundred dollars (\$1500,00) for annual travel expenses by June 30 of each year of the current contract.

19. **PERFORMANCE:** The SUPERINTENDENT shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and the SUPERINTENDENT in writing.

Failure of the SUPERINTENDENT to fulfill the obligations agreed upon in this contract or set forth under Massachusetts General Laws, Local By-Laws or School Committee rules, or other good cause, will be grounds for termination of this Agreement.

20. **EVALUATION GOALS:** The SUPERINTENDENT will be compensated at a rate of two hundred and fifty dollars (\$250.00) per goal achieved based upon annual evaluation by the COMMITTEE.

21. **ANNUITY:** The SUPERINTENDENT will receive three thousand (\$3000.00) dollars per year in the form of an invested annuity through the Swansea Public Schools for the duration of the contract.

22. **ENTIRE AGREEMENT:** This contract embodies the whole agreement between the COMMITTEE and the SUPERINTENDENT and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing signed by the party against whom enforcement thereof is sought.

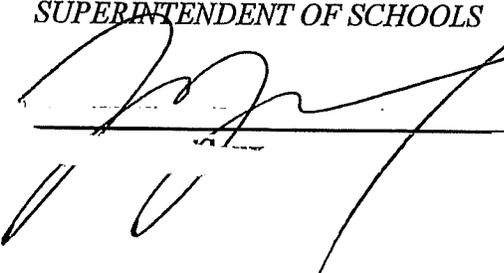
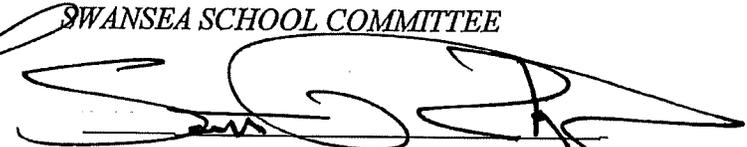
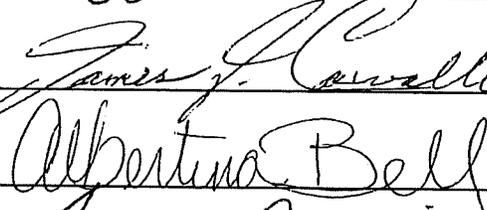
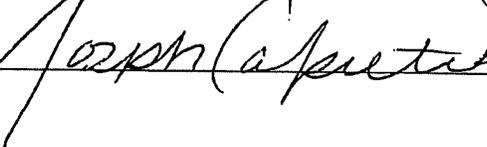
23. **INVALIDITY:** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

The provisions of this Contract, either singly, or collectively, are not to be construed so as to waive, alter, amend, or modify any powers, obligations, or duties either party hereby may have under the Constitution and/or laws of the Commonwealth of Massachusetts and the Charter and/or Ordinances of the Town of Swansea.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 17th day of December, 2018.

*SUPERINTENDENT OF SCHOOLS*

*SWANSEA SCHOOL COMMITTEE*

  
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*James J. Cavallo*  
  
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*Albertina Bell*  
  
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*Joseph Caputo*