Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

EMPLOYMENT CONTRACT

BY AND BETWEEN

THE ANDOVER PUBLIC SCHOOLS

AND

KEITH TAVERNA

July 1, 2026 – June 30, 2029

This Employment Contract (hereinafter this "Contract") is made and entered into by and between the Andover School Committee (hereinafter the "Committee") and Keith Taverna (hereinafter the "Superintendent"), collectively referred to as the "Parties". This Contract is effective July 1, 2026, and as of July 1, 2026 shall supersede any and all prior agreements between the Parties.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. EMPLOYMENT

The Committee agrees to employ Keith Taverna as the Superintendent of Schools for the Andover Public Schools (hereinafter the "District"), and Keith Taverna accepts employment as the Superintendent of Schools for the District, subject to the terms and conditions hereinafter provided.

The Superintendent is assigned to a district-wide position in the School Administration Building, and under the direct supervision of the Committee.

2. TERM

2.1 Subject to the provisions for early termination provided in this Contract, this Contract shall commence on July 1, 2026, and shall end on June 30, 2029.

2.2 The Committee will inform the Superintendent on or before November 15, 2028 whether it wishes to extend or renew this Contract beyond June 30, 2029. If both Parties wish to extend or renew this Contract, they shall endeavor in good faith to complete negotiations on a successor contract by January 31, 2029. If the Committee does not notify the Superintendent of its intent to renew this Contract, or if the parties do not enter into a successor agreement, the Superintendent's employment with the Andover Public Schools will end on June 30, 2029.

3. COMPENSATION AND EVALUATION

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

Contract Year		Annual Salary
1st	July 1, 2026 – June 30, 2027	$235,000
2nd	July 1, 2027 – June 30, 2028	$242,050
3rd	July 1, 2028 – June 30, 2029	$249,312

The Superintendent's salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent.

The Superintendent's salary shall be earned ratably in each of the Contract Years and shall be prorated for work of less than a full Contract Year. The Superintendent's salary shall be paid in equal bi-weekly

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

installments in accordance with the procedures governing payment of other professional staff in the District. The Superintendent's per diem rate shall be calculated by dividing the Contract Year salary by two hundred sixty-one (261).

Modifications to compensation will be reviewed and considered annually by the Committee on the basis of an annual performance review of the Superintendent in accordance with Section 3.3 of this Agreement. The Superintendent may be eligible during the term of this Agreement for a bonus; the awarding of any such bonus(es), the criteria, and the amount to be in the Committee's sole discretion. Such eligibility shall be conditioned on the Superintendent being employed for the entire Contract Year in question, unless otherwise mutually agreed to in writing by the Parties. The Superintendent also may be eligible for an annual merit increase; the awarding of any such increase(s), the criteria, and the amount to be in the Committee's sole discretion. Any adjustment in the Superintendent's salary made during the life of this Agreement shall be in the form of a written amendment signed by the Committee and the Superintendent, and such amendment shall become part of this Agreement, but it shall not be deemed that the Committee and Superintendent have entered into a new Agreement or that the termination date of this Agreement has been extended.

3.2 403(b) Benefit: The Committee agrees to make employee authorized deductions to an annuity contract selected by the Superintendent subject to and consistent with Massachusetts General Laws Chapter 71, section 37B and 26 U.S.C. section 403(b) of the Internal Revenue code each Contract Year. The Committee will forward such deductions to the 403(b) plan administrator designated by the Superintendent. The Superintendent's authorized deductions for his/her 403(b) contributions shall be in equal amounts using payroll deductions. The District will match up to: three thousand dollars ($3,000) during the First Contract Year (July 1, 2026 – June 30, 2027; four thousand dollars ($4,000) during the Second Contract Year (July 1, 2027 – June 30, 2028); and five thousand dollars ($5,000) during the Third Contract Year (July 1, 2028 – June 30, 2029). This 403(b) match will be payable by the District in monthly installments, and shall be prorated if the Superintendent works less than the full Contract year. For purposes of this Contract, the Superintendent's per diem rate shall be calculated by dividing the Superintendent's salary by two hundred sixty-one (261).

3.3 Evaluation: The Committee shall devote at least a portion of one meeting on or before June 30 of each Contract Year to the evaluation of the Superintendent's performance and the working relationship between the Parties. This performance evaluation shall be in accordance with applicable state law and regulations and shall be consistent with the requirements for evaluating Superintendents promulgated by the Department of Elementary and Secondary Education ("DESE"), including following the five-step cycle for the evaluation of Superintendents set forth in DESE's *Massachusetts Model* System *for Educator Evaluation, Evaluating Superintendents and District-Level Administrators.*

The Committee and the Superintendent shall collaborate on preparing a written set of goals and objectives, including measurable outcomes and dependencies. The Committee shall evaluate the Superintendent at a meeting held in open session, in accordance with the provisions of Massachusetts General Laws chapter 30A, section 21(1)(1).

4. DUTIES AND RESPONSIBILITIES

4.1 The Superintendent shall have charge of the administration of the Andover 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 Andover 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. The Superintendent 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

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

Superintendent shall attend all meetings of the Andover School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to their 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, regulations, policies and directives of the Committee, as they may be promulgated or modified from time to time.

4.2 The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, with prior approval of the Committee and provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent.

5. WORKDAY AND WORK YEAR

5.1 Workday: The Superintendent recognizes that the proper performance of his/her duties and responsibilities will require the Superintendent to work longer than the school day, and that the Superintendent's duties and responsibilities are not confined to prescribed hours and conditions. The Superintendent will perform the directed and implied duties of his/her position as determined by the Committee, and will expend the time and effort necessary to effectively achieve the goals and purposes of the Andover Public Schools. Because the Superintendent's work day frequently begins before and extends beyond normal business operating hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from accrued leave. Notwithstanding this, the preceding sentence does not guarantee any specific or ongoing time away from work during business hours and may be limited at the Chair's discretion to meet operational needs.

5.2 Work Year: The Superintendent's work year shall be a twelve (12) month work year, commencing on July 1st of each Contract Year and ending the following June 30th. The Superintendent shall devote his/her full working time, skill, labor, and attention to the discharge of the duties and responsibilities as the Superintendent for the Andover Public Schools.

6. EARLY TERMINATION, DISMISSAL, DEMOTION, OR SUSPENSION

6.1 Early Termination by Mutual Agreement: The Superintendent and Committee may agree to terminate this Contract by mutual agreement in writing at any time during the term of this Contract or any extension or renewal of this Contract.

6.2 Early Termination of Contract by the Superintendent: In the event the Superintendent desires to terminate this Contract before the term of this Contract shall have expired, the Superintendent may do so by providing at least one hundred twenty (120) calendar days' written notice of intent to the Committee. The Committee, in the Committee's sole discretion, may waive all or part of the one hundred twenty (120) calendar days' notice. The Superintendent may request to use any accrued vacation days prior to separation from employment and/or the Committee, in the Committee's sole discretion, may schedule the Superintendent for vacation days prior to the Superintendent's final day of employment.

6.3 Suspension and/or Dismissal of the Superintendent with Good Cause: During the term of this Agreement, the Committee, by a two-thirds (2/3) vote of the full Committee, may suspend the Superintendent from his/her position and/or may terminate the Superintendent's employment and this Agreement for insubordination, incompetency, incapacity, inefficiency, neglect of duty, conduct unbecoming an administrator, failure to meet performance standards, or other good cause. "Good cause" herein shall be defined as any ground put forth by the Committee that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for good cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against them, and the grounds

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

on which such reason(s) or charge(s) is based. Such written notice shall contain sufficient detail to place the Superintendent on notice of the basis for such intended action, along with copies of any documents or other evidence on which the Committee may rely in deciding whether to terminate the Superintendent.

Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within seven (7) 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 held no earlier than fourteen (14) calendar days following the Superintendent's receipt of the written notice unless the parties agree to an earlier date. Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have legal counsel present to represent them. 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.

6.4 For Disability: Subject to the provisions of the Americans with Disabilities Act and any other applicable non-discrimination law, if the Superintendent is absent from work on account of a disability for more than one hundred eighty (180) calendar days, the Committee shall have the option of terminating the Superintendent's employment and this Agreement for incapacity, subject to the requirements of paragraph 6.3.

6.5 If the Superintendent's employment terminates for any reason at any time prior to the expiration of the term of this Contract, including but not limited to termination under paragraphs 6.1 through 6.4 of this Contract, the Superintendent's remuneration, including but not limited to all salary and benefits provided by this Contract and not earned prior to the termination date, shall cease as of the effective date of such termination, except as otherwise required by the terms of this Contract or as required by law. The Superintendent may request to use any unused, accrued vacation days prior to separation from employment and/or the Committee, in the Committee's sole discretion, may schedule the Superintendent for vacation days prior to the final day of employment.

6.6 It is expressly understood and agreed that the nonrenewal or non-reappointment of the Superintendent by the Committee upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a dismissal.

7. CERTIFICATES/LICENSES

The Superintendent hereby represents to the Committee that he/she is currently licensed to serve as a 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/her 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 forty-eight (48) hours of receiving notice of his/her license being revoked, rescinded, suspended, or lapsed.

8. HEALTH INSURANCE BENEFITS

8.1 Health Insurance: The Superintendent shall be eligible to subscribe to one of the health insurance plans generally available to other employees in the Andover Public Schools ("APS") at the same premium contribution rate(s) in effect for other non-unionized administrators in the APS. The Superintendent understands that such plans, coverage, co-payments, deductibles, and premium contribution rates may change from time to time at the discretion of the School Committee or Town of Andover, and/or by the insurance provider.

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

8.2 Health Insurance Opt-Out: The Superintendent shall be entitled to participate in the health insurance "Opt Out" program in accordance with the provisions set forth in the policies/agreements of the Town of Andover's Health Insurance Opt-Out Program. At such time that the Town of Andover ceases to have an "Opt Out" program for health insurance this benefit shall also cease.

9. PROFESSIONAL GROWTH

9.1 Professional Activities: The Committee encourages the continuing professional growth of the Superintendent through their participation, as he/she may decide in light of their responsibilities, 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 particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his/her professional responsibilities for the School District.

However, except reimbursement for expenses consistent with Section 10 of this Agreement, no other funds will be responsible for any of the professional activities listed in this Section 9.

10. ALLOWANCES, REIMBURSEMENTS AND EQUIPMENT

10.1 Travel Expenses: The District shall pay the Superintendent a mileage allowance during the term of this Contract of five hundred twenty-five dollars ($525.00) per month for travel expenses incurred by the Superintendent in the performance of his/her duties and responsibilities. This monthly mileage allowance is inclusive of both in-town and out-of-town travel. Commuting expenses from the Superintendent's residence to the Andover Public Schools are not reimbursable. The Superintendent agrees that this payment is in lieu of the Committee providing a District-owned and registered vehicle, and that the Superintendent shall use his/her personal vehicle for the conduct of usual daily functions as Superintendent.

10.2 Reimbursement for Attendance at Professional Meetings: The Superintendent shall submit receipts to the Committee, or their designee, for reasonable and necessary expenses incurred in attending professional meetings, in addition to those permitted in Section 10.3 below, up to a maximum of three thousand five hundred dollars ($3,500) per Contract Year. No reimbursements shall be made in excess of the $3,500 limit without the prior written request from the Superintendent and prior authorization from the Committee after a vote of the Committee at an Open Meeting.

10.3 Professional Organizations: In addition to and separate from the reimbursement in Section 10.2 above, the Committee shall pay the cost of the Superintendent's annual membership dues in AASA and MASS (including applicable Round Tables), along with the subscriptions of such organizations and subscriptions to such education magazines as Education Week, Kappan, etc., in order to maintain the Superintendent's skills. The Superintendent shall also submit receipts to the Committee, or their designee, and be entitled for reimbursement for reasonable and necessary expenses incurred in attending AASA and MASS conferences and events.

10.4 New Superintendent Induction Program: The Superintendent shall be enrolled in the Department of Elementary and Secondary Education and Massachusetts Association of School Superintendents' "New Superintendent Induction Program" (NSIP), which is a three-year induction program. The Superintendent is

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

expected to fully participate in the coaching/mentoring opportunities provided under the NSIP. The Committee agrees to pay the annual fees associated with the Superintendent's membership in the NSIP.

10.5 Equipment: The District shall provide the Superintendent with a laptop computer, cell phone, and other equipment as deemed necessary for the Superintendent to work off-site as well as at the District's Office. The equipment remains property of the Andover Public Schools and is to be returned upon separation of employment.

11. LEAVE BENEFITS

11.1 Vacation: The Superintendent shall be entitled to twenty (25) vacation days per contract year earned ratably throughout the contract year at the rate of 2.0833 vacation days per month worked, and may borrow against future accrual of vacation days within the same Contract Year. If the Superintendent separates from employment having borrowed vacation time that the Superintendent has yet to accrue, the Superintendent agrees that the Committee will adjust the Superintendent's final pay by deducting pay for borrowed but not yet accrued vacation time.

Effective July 1, 2026, the Superintendent may transfer and carry over up to ten (10) accrued, unused vacation days earned in his prior position as Assistant Superintendent for Finance & Administration for the Andover Public Schools.

With the consent of the Committee, the Superintendent shall be permitted to carry-over up to ten (10) days of accrued, unused vacation days to the following Contract Year. If the Committee will not consent to the Superintendent carrying over up to ten (10) days of accrued, unused vacation days to the following Contract Year, they shall so notify the Superintendent no later than May 1 of any contract year. At no time may the Superintendent have a balance in excess of thirty-five (35) days. Accrued unused vacation is paid out upon separation from employment. For purposes of this Contract, the Superintendent's per diem rate shall be calculated by dividing the Superintendent's salary by two hundred sixty-one (261).

The Superintendent should ordinarily strive to take vacation time when school is not in session. To take accrued vacation days, the Superintendent shall notify the Chairperson of the School Committee via email and shall enter his/her vacation days into the AESOP (or equivalent) system.

11.2 Holidays: The Superintendent is entitled to the following holidays with pay: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

11.3 Personal Leave: The Superintendent shall receive three (3) days of personal leave per contract year, non-cumulative, and exclusive of bereavement leave, for the purpose of transacting or attending to imperative legal business or household or family matters which require the absence of the Superintendent during school hours, and which cannot otherwise be scheduled outside of the Superintendent's work day.

To take accrued personal days, the Superintendent shall notify the Chairperson of the School Committee via email and shall enter his/her vacation days into the AESOP (or equivalent) system. Unused personal leave is not paid out upon separation from employment and does not carry over from one Contract Year to the next.

11.4 Sick Leave: The Superintendent shall receive eighteen (18) sick leave days per Contract Year with pay to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over unused accrued sick leave days in subsequent Contract Years up to a maximum accumulation of one hundred eighty (180) days. A medical certificate, signed by a licensed physician, may be required for all absences exceeding five (5) consecutive days. Unused sick leave is not paid out upon separation from employment.

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

Effective July 1, 2026, the Superintendent may transfer and carry over all accrued, unused sick leave days earned in his prior position as Assistant Superintendent for Finance & Administration for the Andover Public Schools.

In the event the Superintendent is receiving Worker's Compensation benefits for an employment related injury, the Superintendent may use his/her accumulated sick leave to make up the difference between the benefits received from Worker's Compensation and the Superintendent's regular earnings for the period of time he/she is receiving Worker's Compensation benefits.

One year's equivalent of accrued sick leave (up to and including 18 sick leave days) may be used by the Superintendent if the Superintendent's absence is required in order to attend to an ill spouse, child, or parent, and/or up to three (3) of these days may be used to observe religious holidays. The Superintendent must give two (2) weeks' notice to the Human Resources Office if sick days are to be used for religious holidays.

If the Superintendent is eligible and approved for leave pursuant to the FMLA, the Superintendent may use up to sixty (60) days to be deducted from the employee's accrued sick leave, for extraordinary circumstances requiring the Superintendent to attend to an ill spouse, child, or parent.

11.5 Bereavement Leave: In the event of a death in the immediate family of the Superintendent, the Superintendent will be granted leave with pay on the day of the funeral if it is a workday, up to two (2) additional workdays falling between the day of death and the day of the funeral, one (1) day immediately following the funeral if it is a workday, and one (1) day following the death to be used within the Contract Year for which the death occurred at the Superintendent's discretion (the Committee may authorize the use of this day, on a case by case basis, outside of the Contract Year, but not to exceed one calendar year from the date of the death). "Immediate family" of the Superintendent is defined as the Superintendent's spouse, children (including pregnancy loss), parent, sibling, or any member of the Superintendent's household (immediate family shall include "step" relationships listed herein).

In the event of the death of parent-in-laws, grandparents, aunts, uncles, nieces, or nephews the Superintendent will be granted leave with pay on the day of the funeral if it is a workday, up to one (1) additional workday falling between the day of death and the day of the funeral, and one (1) day following the death to be used within the Contract Year for which the death occurred at the Superintendent's discretion (the Committee may authorize the use of this day, on a case by case basis, outside of the school year, but not to exceed one calendar year from the date of the death).

In the event of the death of a non-traditional family member, the Superintendent will be granted leave with pay on the day of the funeral if the Superintendent attends the funeral.

12. EDUCATION OF DEPENDENT CHILDREN

Provided the Superintendent is not a resident of the Town of Andover, the Superintendent shall be entitled to have his/her child(ren) attend the Andover Public Schools without payment of tuition. The Superintendent may enroll his/her child(ren) in the Andover Public Schools in grades kindergarten through twelve (12), subject to available student vacancies within the applicable school and grade level.

If a child of the Superintendent is enrolled pursuant to this provision, the Superintendent shall be responsible for complying with any applicable notification requirements of the school district in which the child resides. A waiver of tuition under this provision is a contractual benefit available only during the Superintendent's employment with the Andover Public Schools. If the Superintendent's employment ends for any reason during the school year, the child shall be permitted to remain enrolled, tuition free, through the end of the then-current school year.

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

The Superintendent acknowledges that this benefit may have tax consequences and the Superintendent is solely responsible for any resulting tax liability.

13. STATE RETIREMENT SYSTEM

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System ("MTRS") as required by law.

14. INDEMNIFICATION

14.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the District agrees to provide indemnification to the Superintendent against all proceeding, claim, demand, suit or judgment arising out of the Superintendent's performance of his employment or when the Superintendent is otherwise acting within the scope of the Superintendent's 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.

14.2 The Superintendent shall, within five (5) calendar days of the time the Superintendent is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Chairperson of the Committee.

14.3 The Superintendent shall comply with all obligations to assist in any litigation instituted in which this indemnification provision is applicable.

14.4 This Section 14 shall survive the termination of this Contract.

15. 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 email to the Superintendent's District email address, or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by email to the Chaiperson of the Committee's District email address with a copy delivered in hand to the Chairperson of Committee or with said copy sent by certified mail to the residence of the Chairperson of the Committeee.

16. ENTIRE AGREEMENT

This Contract embodies the whole agreement between the Parties. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No modification of or addition to this Contract shall be effective unless and until set forth in writing and signed by the parties.

17. INVALIDITY

If any term(s) or provision(s) of this Contract 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.

18. GOVERNING LAW

This Contract shall be interpreted, enforced, governed, and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

Docusign Envelope ID: 199B76FE-23FD-81F9-8185-C08F89DF68A7

19. COUNTERPARTS

This Contract may 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 signed and sealed this Contract and duplicate thereof on the dates indicated below.

For the ANDOVER SCHOOL COMMITTEE:

By: Signed by: Shauna Murray F264BB755E97456...
Shauna Murray, Chair
Andover Public Schools

Date: 6/25/2026 | 3:44 PM EDT

By: DocuSigned by: Keith Taverna 4F2F9192010A4B5...
Keith Taverna, Superintendent
Andover Public Schools

Date: 6/25/2026 | 2:17 PM EDT