

**FALL RIVER SCHOOL COMMITTEE  
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**Agreement** made this 30<sup>th</sup> day of June 2016, between --  
hereinafter referred to as the "**SUPERINTENDENT**", and the **CITY OF  
FALL RIVER, ACTING BY AND THROUGH THE FALL RIVER SCHOOL  
COMMITTEE**, hereinafter referred to as the "**COMMITTEE**".

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Employment**

The **COMMITTEE** hereby employs \_\_\_\_\_ as  
**SUPERINTENDENT** of the Fall River Public Schools and I \_\_\_\_\_  
hereby accepts employment as **SUPERINTENDENT** of the Fall River Public  
Schools, subject to the terms and conditions hereinafter provided.

2. **Term**

a) This agreement is effective as of July 1, 2016, and shall terminate June 30, 2020. This agreement specifically excludes any rollover provision.

b) The **COMMITTEE**, on or before September 15, 2019, shall notify the **SUPERINTENDENT**, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the **COMMITTEE** to give such notice shall be considered the same as notice by the **COMMITTEE** that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as hereinbefore provided, on June 30, 2020, and as of such date the **SUPERINTENDENT'S** employment shall terminate.

c) The **SUPERINTENDENT** shall notify the **COMMITTEE**, in writing, on or before October 1, 2019, as to whether or not the **SUPERINTENDENT** wishes to commence negotiations for a successor agreement.

d) In the event both the **SUPERINTENDENT** and the **COMMITTEE** give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by December 1, 2019.

e) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2020, (and the **SUPERINTENDENT'S** employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

3. **Compensation**

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the **COMMITTEE** agrees to pay the **SUPERINTENDENT** at the following annual rate of pay:

An initial annual base salary of **\$183,000.00** effective July 1, 2016. The initial base salary shall be adjusted to reflect increases, if any, in the annual base salary of the Superintendent as of July 1, 2017.

The annual base salary shall be adjusted annually on the 1<sup>st</sup> day of July commencing July 1, 2017, to reflect the upward change in the regional consumer price index for the Northeast region. The regional consumer price index is defined as One Hundred percent (100%) of the change in the regional price index from July to July. The purpose of said cost of living adjustment is to insure that the real value of the payments provided under this Agreement are not impaired by changing economic conditions.

The cost-of-living indices required for this calculation shall be obtained from the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor. In any year in which this index is not available, **COMMITTEE** shall ascertain and utilize some similar criterion.

Notwithstanding the above, the **SUPERINTENDENT** agrees to waive any adjustment in his annual base salary if the **SUPERINTENDENT** elects to participate in any health insurance plan provided to other employees of the Fall River School Department during the term of this Agreement.

Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds.

The **SUPERINTENDENT'S** salary shall be paid in equal installments in accordance with the policy of the **COMMITTEE** governing payment of other professional staff members.

4. **Duties and Responsibilities**

Effective on July 1, 2016, the **SUPERINTENDENT** shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools in accordance with Massachusetts General Laws and the Department of Elementary and Secondary Education Policies and Regulations. The **SUPERINTENDENT** shall serve as Executive Officer of the **COMMITTEE** as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

Further, the **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.
- (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.
- (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 for employment 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 and record.
- (8) Hold such meetings of teachers and other employees as necessary for the discussion of matters concerning the improvements and welfare of the schools.
- (9) Keep the public informed about modern educational practices, educational trends and the policies, practices and problems in the Fall River Schools.
- (10) Delegate at own discretion to other employees of the School Department 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 statutory School Committee authority.
- (11) Study and revise, together with the staff, all curriculum guides and courses of study, on a continuing basis.
- (12) 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.

(13) Maintain adequate records for the schools, including a system of financial accounts, business and property records; and personnel, school population and scholastic records. Act 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 reports to the School Committee concerning the transportation of pupils in accordance with the law and the requirements of safety.

(15) Attend, or delegate 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.

(16) Perform such other tasks as may from time to time be assigned by the School Committee not inconsistent with Massachusetts General Laws.

(17) Participate in and have workable knowledge of all Federal Programs with respect to and affecting the Fall River Public Schools.

(18) Report to the School Committee relative to textbooks and course of study.

##### 5. Goals and Objectives

The **SUPERINTENDENT** shall be evaluated by the **COMMITTEE** pursuant to 603 CMR 35.00, as the same may be amended, and such other standards as may be established by the **COMMITTEE**.

The **COMMITTEE** and the **SUPERINTENDENT** shall mutually agree to a set of goals and objectives, including an evaluation instrument format, measurable outcomes and dependencies, on an annual basis, with the evaluation instrument format, outcomes and dependencies to be initially established by November 1, 2016, and for each subsequent contract year by August 1st of each year, or at such date as determined by the **COMMITTEE**. These shall be utilized by the **COMMITTEE** as a part of the **SUPERINTENDENT'S** evaluation and shall be considered an addendum to this contract.

The **COMMITTEE** shall annually evaluate the performance of the **SUPERINTENDENT** in writing in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives and standards by which the **SUPERINTENDENT'S** performance will be measured. Such instrument shall be considered as part of and incorporated by reference in this document.

The **COMMITTEE** shall vote on the composite evaluation compiled by the **Committee Chair** or his designee, and the **SUPERINTENDENT** may attach his response, if any, thereto. The standards and processes in the evaluation process shall be consistent with law and with regulations issued by the Massachusetts Department of Elementary and Secondary Education for superintendent evaluations as revised most recently.

The **COMMITTEE** and the **SUPERINTENDENT** also agree to meet in Executive Session to discuss performance expectations and district goals for 2016-2017 no later than September 1, 2016.

6. **Certificate**

The **SUPERINTENDENT** shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth. Any material misrepresentation on the **SUPERINTENDENT'S** application for employment or his resume shall constitute good cause for the termination of his employment pursuant to this Agreement.

7. **Consultative Work**

The **SUPERINTENDENT** may undertake and engage in consultative work for which he may be paid by outside individuals and/or concerns during the **SUPERINTENDENT'S** vacation periods provided that said consulting does not interfere with his performance of duties as **SUPERINTENDENT** and is consistent with Mass. G.L. Chapter 268A. The **SUPERINTENDENT** shall notify the Committee Chair, in writing, of the nature of the consultation.

8. **Dismissal or Suspension**

Anything contained in this agreement to the contrary notwithstanding, the **COMMITTEE** may suspend and/or dismiss the **SUPERINTENDENT** during the term of this agreement for "good cause". For purposes of this Contract, "good cause" shall mean any ground that is put forth by the employer in good faith and is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the **SUPERINTENDENT** to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a **SUPERINTENDENT** or insubordination. The **COMMITTEE** may discharge the **SUPERINTENDENT** provided that, the **COMMITTEE** shall provide the **SUPERINTENDENT** with notice of intent to dismiss with an explanation of the grounds for the dismissal, and if he so requests, he shall be given a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision with the **COMMITTEE** at which hearing he may be represented by an attorney, at his own expense, or other representative to present evidence and to call witnesses pertaining to the

basis for the decision and to his status as an employee. Upon the discharge of the **SUPERINTENDENT**, no tribunal shall have the power to reinstate him.

Under no circumstances shall a tribunal award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The tribunal shall not award attorneys fees or interest.

9. **Termination Without Cause**

The **COMMITTEE**, by majority vote, may terminate this Employment Agreement and the **SUPERINTENDENT'S** employment at any time without cause by providing the **SUPERINTENDENT** at least three (3) calendar days written notice and paying the **SUPERINTENDENT** an early termination payment equal to three (3) months base salary minus withholdings for state and federal taxes and other withholdings required by law or authorized by the **SUPERINTENDENT**. In the event of termination pursuant to this paragraph, with the exception of the early termination payment which shall be paid on or by the effective date of termination, 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. The **SUPERINTENDENT** may request to use accrued vacation days prior to the separation from employment and/or the **COMMITTEE** may schedule the **SUPERINTENDENT** for vacation days prior to his final day of employment.

10. **Reimbursement for Travel, Expenses, and Dues**

The **COMMITTEE** shall reimburse the **SUPERINTENDENT** for all expenses reasonably incurred in the performance of his duties under this contract. Such expenses shall include, but shall not be limited to, costs of transportation, out of district mileage at the IRS mileage rate, and attendance at appropriate out-of-district, state and national meetings and conferences. [Reimbursement for any such expense in excess of Two hundred and no/100 (\$200.00) dollars shall be expressly contingent upon the **SUPERINTENDENT** obtaining School Committee approval prior to incurring such expense.]

The **COMMITTEE** agrees to expressly provide for the payment of all dues necessary for the **SUPERINTENDENT** to participate in the following organizations:

- (a) Massachusetts Association of School Superintendents
- (b) A.S.C.D.
- (c) A.A.S.A.

11. **Sick Leave**

Upon execution of this contract, the **SUPERINTENDENT** shall be entitled to sick leave in an amount equal to, but not in excess of, fourteen (14) days. The **SUPERINTENDENT** shall be entitled to sick leave in an amount equal to, but not in

excess of, fourteen (14) days sick leave for each year worked under this contract. The **SUPERINTENDENT** shall be permitted to accumulate unused sick leave. Unused sick leave shall not be reimbursed upon termination or nonrenewal of his employment. If sick leave exceeds five (5) days continuous absence, or more than fifteen (15) days sick leave in any fiscal year the **SUPERINTENDENT**, at the request of the **COMMITTEE** shall provide a physician's certification of illness. The **SUPERINTENDENT** shall notify the Human Resource Department as to the **SUPERINTENDENT'S** use of sick leave.

12. **Health Insurance**

The **SUPERINTENDENT** shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the Fall River School Department, subject to the terms and conditions of said coverage and at the same rate as provided for said school employee. Notwithstanding the same, the **SUPERINTENDENT** shall not be eligible to participate in any health insurance plan provided other employees of the Fall River School Department prior to July 1, 2017.

13. **Annual Vacations**

A. The **SUPERINTENDENT** shall receive twenty-five (25) days of annual vacation, exclusive of legal holidays and weekends. The **SUPERINTENDENT** shall notify, in advance, the Human Resource Department when taking vacation leave.

B. The **COMMITTEE** agrees, upon termination of this contract to pay the **SUPERINTENDENT** for any unused and accumulated vacation leave, not to exceed twenty-five (25) days.

All accumulated vacation time will be paid to the **SUPERINTENDENT** (or his estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay to be calculated based on two hundred and sixty-one (261) work days in each year.

14. **Bereavement Leave**

The **SUPERINTENDENT** will be allowed up to five (5) consecutive days for death in immediate family. Immediate family consists of husband or wife, mother or father, brother or sister, children, grandchildren, grandparents, mother-in-law, father-in-law, or any member of the immediate household.

15. **Personal Leave**

The **SUPERINTENDENT** shall be entitled, subject to the terms and conditions provided herein, to a maximum of two (2) days per contract year for personal reasons. Personal days may be accumulated at the rate of one (1) day per year. In no event shall the **SUPERINTENDENT** enter a contract year with greater than three (3) personal days. The **SUPERINTENDENT** shall notify, in advance, the Human Resource Department when

taking personal days. Unused personal leave shall not be reimbursed upon termination or non-renewal of his employment.

16. **State Retirement Association**

The **SUPERINTENDENT** shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

17. **Annuity**

The **COMMITTEE** shall annually pursuant to Mass G.L. C. 71 section 37B pay the sum of \$4,000.00, in twenty-five (25) equal bi-weekly installments, to an investment authorized under section 403 (b) of the Internal Revenue Code for the benefit of the **SUPERINTENDENT**, provided that the statutory authority remains in effect and the **SUPERINTENDENT** chooses to retain the investment. The **SUPERINTENDENT** may add his own contribution to the compensation paid by the Committee.

18. **Termination by the Superintendent Prior to Expiration**

The **SUPERINTENDENT** shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the **COMMITTEE** of one hundred twenty (120) days. Said notice shall be sent by registered mail, return receipt requested, to the **Chair** of the **COMMITTEE**. The **SUPERINTENDENT** may request, and the **COMMITTEE** may consider termination on less than one hundred twenty (120) days notice.

19. **Fringe Benefits**

The **SUPERINTENDENT** shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits available to teachers. Such benefits shall not reduce benefits expressly provided for in this contract or to be agreed upon in the future. Notwithstanding the same, the **SUPERINTENDENT** waives his right to participate in any health insurance plan provided other employees of the Fall River School Department prior to July 1, 2017. Thereafter, the **SUPERINTENDENT** waves his right to participate in any health insurance plan provided other employees of the Fall River School Department, as long as, health insurance is available to the **SUPERINTENDENT'S** spouse.

20. **Indemnification**

A. The **COMMITTEE** shall indemnify the **SUPERINTENDENT** when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Mass. G.L. Chapter 258. Notwithstanding any of the language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or **COMMITTEE** unless the **SUPERINTENDENT** provides reasonable



cooperation to the District, **COMMITTEE** and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as **SUPERINTENDENT**. Upon cessation of the employment relationship the **SUPERINTENDENT** shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body for any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$500.00, whichever is greater. In no case will individual **COMMITTEE** members be considered personally liable for indemnifying the **SUPERINTENDENT** pursuant to the terms of this Agreement.

B. This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

21. **Life Insurance/Disability Insurance**

The **SUPERINTENDENT** shall be reimbursed up to \$2,000.00 per year for life insurance and disability insurance premiums.

22. **School Committee Approval**

The terms and conditions of the within contract are consistent with the vote taken by the Fall River School Committee on June 30, 2016.

23. **Technology**

The **COMMITTEE** agrees to provide appropriate and necessary technology equipment to enable the **SUPERINTENDENT** to maintain communications and fulfill his responsibilities.

24. **Invalidity**

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

25. **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 may not be changed except by agreement of all parties in writing.

IN WITNESS WHEREOF, the undersigned have executed this contract the day and year aforesaid.

  
\_\_\_\_\_

FALL RIVER, MASSACHUSETTS  
COUNTY OF BRISTOL

By:   
\_\_\_\_\_

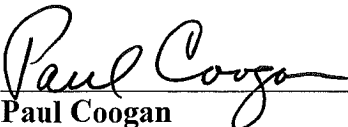
Hon. Jasiel P. Correia, II  
Chairman, School Committee

  
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Mark Costa, Vice Chairman

  
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Gabriel Andrade

  
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Paul Coogan

  
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Dr. Edward Costar

  
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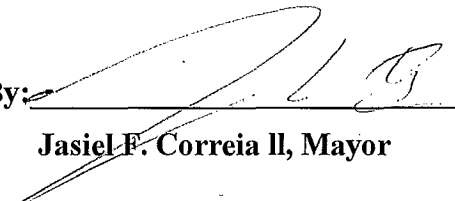
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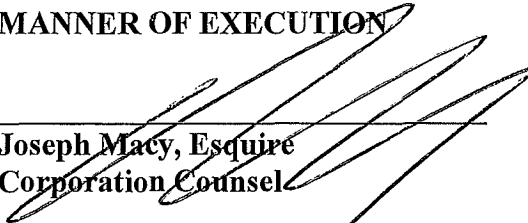
Melissa Panchley

All being members of the Fall River School  
Committee


**CITY OF FALL RIVER**

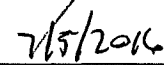
By:   
\_\_\_\_\_  
**Jasiel F. Correia II, Mayor**

**APPROVED AS TO FORM AND  
MANNER OF EXECUTION**

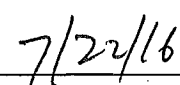
  
\_\_\_\_\_  
**Joseph Macy, Esquire  
Corporation Counsel**

**Attesting to the availability of funds:**

  
\_\_\_\_\_  
**Chief Financial Officer – Fall River Public Schools**

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Fall River City Auditor**

  
\_\_\_\_\_  
**Date**