

TAUNTON PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made the 10th day of October 2019 to be effective September 18, 2019 by and between the Taunton School Committee, hereinafter referred to as the "Committee" and [REDACTED] hereinafter referred to as "Superintendent of Schools" or "Superintendent".

WHEREAS, the parties have agreed as to the terms and conditions for a contract of employment to commence September 18, 2019.

WHEREAS, the parties wish to make a written record of their agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein be it known that the parties agree as follows:

1. EMPLOYMENT

The Committee hereby employs [REDACTED] as Superintendent of the public schools of Taunton and the Superintendent hereby accepts employment on the terms and conditions set forth herein.

2. TERM

Subject to the provisions of Massachusetts General Laws Chapter 71, the Superintendent shall be employed from September 18, 2019 through June 30, 2024.

3. COMPENSATION

The Superintendent shall be paid an annual salary as set forth below:

- The base salary for FY19 shall be \$183,000.00.
- The base salary for FY20 shall be \$186,660.00. (includes 2% increase)
- The base salary for FY21 shall be \$190,393.20. (includes 2% increase)
- The base salary for FY22 shall be \$194,201.00. (includes 2% increase)
- The base salary for FY23 shall be \$198,085.00. (includes 2% increase)
- The base salary for FY24 shall be \$202,047.00. (includes 2% increase)

Additional annual salary for advanced degree shall be as follows:

Masters +60 \$4,700.00

Said salary will be payable in equal installments convenient to the parties, but not less often than weekly.

In addition, and with respect to the average tenure of an urban superintendent of schools, the Superintendent shall receive longevity in the amount of \$3,078 at the start of each school year beginning in FY19.

Also, the Superintendent will carry over accrued vacation, personal, and sick leave time.

4. TERMINATION BY SUPERINTENDENT / NON-RENEWAL BY SCHOOL COMMITTEE

In the event that the Superintendent desires to terminate this contract prior to the end of the term, he may do so by giving in writing at least ninety (90) days' notice, exclusive of accumulated vacation, of his intention to the Committee, with a time for such termination to be jointly established between the Superintendent and the Committee.

In the event that the parties decide that this contract shall be renewed for an additional term to commence July 1, 2024, then the parties agree that negotiations on said renewal shall be completed on or before June 30, 2024.

In the event that the Committee decides not to renew this contract of the Superintendent, it must do so with good cause. The Committee shall notify the Superintendent in writing of the Committee's intention not to renew at least ninety (90) days in advance. In such case whereas written notification is not provided within ninety (90) days, this contract for employment shall automatically extend for an additional period of one (1) year from July 1, 2024 to June 30, 2025 at the same rate of compensation as set forth for fiscal year 2024.

5. DUTIES

Under direction from the Committee, the Superintendent shall be responsible for all aspects of school administration per the job description addendum attached hereto or subsequent revisions approved by the Committee. He shall also be responsible for any other phases of school administration specifically assigned to him by the Committee.

6. REIMBURSEMENT FOR EXPENSES

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duty under this contract. Such expenses shall include but shall not be limited to costs of transportation and attendance at courses, seminars or other activities approved by the Committee which, in their opinion, would serve to enhance his performance and skills.

The Superintendent shall also have his fees and dues paid to organizations (civic and professional) in which his participation would be consistent with his job responsibilities and also

provide a direct benefit to the school system. This amount shall not exceed \$1,000.00 annually without prior approval of the School Committee.

The Superintendent shall also have his fees paid for participation in the Massachusetts New Superintendent Induction Program (NSIP) as follows:

FY19: \$4,800.00 FY20: \$3,900.00 FY21: \$3,900.00

The Committee shall reimburse the Superintendent for attendance, including travel, food, and lodging and registration expenses of professional conferences or activities in any school year upon prior approval of the Committee. The Superintendent shall participate in other professional activities by informing the Committee.

The Superintendent will be entitled to be reimbursed for one-half of the cost of courses each year not to exceed a total of nine hundred dollars (\$900.00) unless otherwise authorized by the School Committee. The courses must have a direct relationship to the Superintendent's current assignment or courses in a graduate education degree program. Payment shall be made as soon as possible upon receipt of proof of successful completion of such course(s).

7. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws Chapter 32, Section 2.

8. TERM INSURANCE POLICY

The Superintendent shall receive an annual benefit of up to \$600.00 per year toward the payment in part or full of a life insurance policy. Both the insurance vendor and the type of insurance policy are to be at the discretion of the Superintendent. The Superintendent shall receive a long-term disability policy in the amount equal to fifty percent (50%) of his monthly salary, if available. If the Superintendent uses a disability insurance policy and its benefits; he will be required to use his accumulated sick leave prior to receiving this benefit.

The Superintendent is eligible to receive the same health insurance benefits and options as are available to all other District/City employees.

9. TAX SHELTERED ANNUITY

If the Superintendent opts for the tax sheltered annuity to be included as part of his regular compensation, there shall be an annual payment by the Committee, effective July 1st of six thousand dollars (\$6,000) to be increased to \$7,000 in FY20 and \$8,000 in FY21 and each year thereafter to the Insurance Company or Agent of the Superintendent's choice approved by the City for an annuity contract consistent with Massachusetts General Laws Chapter 71 and sec.403(b) of the IRS Code and applicable Massachusetts Teachers' Retirement System and

Public Employee Retirement Administration. The Superintendent may add his own contribution to the compensation paid by the Committee.

10. CAR ALLOWANCE

The Superintendent shall receive an annual un-vouchered car allowance in the amount of \$5,200.00 payable in equal monthly installments for the term of this contract. The Superintendent shall be paid a mileage allowance to be computed at the rate established by the federal standards set by the Internal Revenue Service for travel using his personal automobile for the business of the Committee while outside the school district.

11. DUES

The Committee shall pay all dues for the Superintendent's membership in the Massachusetts Association of School Superintendents.

12. ANNUAL VACATION-WORK YEAR-BEREAVEMENT

The Superintendent shall receive thirty (30) working days as annual vacation, exclusive of holidays. The Superintendent shall be allowed to carry over and buy back at the per diem rate any vacation time that has been accumulated; if he elects to do so in advance, the Superintendent shall be eligible to buy back up to fifteen (15) days per year at the per diem rate at the time. Thirty (30) days shall be credited to the Superintendent as of the beginning of each contract year, i.e. July 1.

At the discretion of the Superintendent, he shall be allowed to purchase any or all accrued vacation time at his FY18 per diem rate. Accrued vacation time shall be considered all vacation days the Superintendent accrued during the time he served as Principal and/or Assistant Superintendent for Finance and Operations.

The work year shall be a twelve (12) month work year, excluding holidays and weekends. He will receive thirty (30) vacation days per year; these days may be accumulated. For the purpose of this section the following shall be considered holidays: Fourth of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; the day before Christmas; Christmas Day; the day before New Year's Day; New Year's Day; Martin Luther King Day; President's Day; Good Friday; Patriot's Day; Memorial Day.

Up to a total of five (5) days' leave in the event of death in the Superintendent's immediate family or other person living in the Superintendent's household. These days will be consecutive calendar days starting the day after the person's death. Legal holidays and weekend days will not be counted against the bereavement leave. The School Committee will authorize additional bereavement leave days when necessitated by the existing circumstances.

Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandmother or grandfather, or grandchildren.

Three (3) days' leave in the event of death of the Superintendent's brother-in-law, sister-in-law or son/daughter-in-law.

13. SICK LEAVE

Upon execution of this contract, the Superintendent will immediately be granted fifteen (15) sick days and three (3) personal days. The Superintendent shall be entitled to sick leave of fifteen (15) days and three (3) personal days in each year of this contract and there will be no restriction as to the accumulation of such sick leave or personal leave. Upon his death, retirement, resignation, or non-renewal from the Taunton School system, the Superintendent or his estate, as the case may be, shall be entitled to a lump sum payment of his accumulated sick leave and personal leave. Said lump sum payment shall be forty-two percent (42%) of the unlimited accumulated sick leave and personal days at the per diem rate as of the date of his retirement, death, resignation, or non-renewal. Subject to the approval of the Committee, the Superintendent will be allowed to use his sick days or personal days for cases of serious illness involving a spouse, child or parent.

Any time prior to ten (10) days before the effective date of an employee's retiring from City employment, the employee may elect to receive an annuity in lieu of a lump sum payment for unused sick and personal pay allowance by delivering through the employee's department a notice directing the City to use the entire lump-sum payment to purchase a single premium annuity for his benefit from the Insurance Company or Agent approved by the City provided, however, that payment of such premium by the City shall constitute full performance and complete discharge of the City's obligation to the employee with respect to the payment of unused sick-pay and personal leave allowances; and further that said annuity payments shall be made directly to the employee by the Insurance Company or Agent so approved by the City; and further said that said annuity purchase is on behalf of the employee and at his discretion, and so is not subject to the bidding requirements of MGL Chapter 30B.

14. ANNUITY PLAN

The Committee will, upon written request of the Superintendent, enter into an agreement with said employee to reduce the amount of his salary to the extent permitted by Section 403 of the Internal Revenue Code, as amended, and to apply the amount of said deduction in salary to the purchase of a tax sheltered annuity plan for said employee.

Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck provided all other School District and City procedures are followed.

15. RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT OF SCHOOLS

The Committee shall meet with the Superintendent at least once a year for the purpose of discussing with the Superintendent his job description and performance as well as the working relationship between the Committee and the Superintendent. The Superintendent shall be provided copies of individual Committee Member's evaluations and shall meet with each Committee Member submitting an evaluation to discuss its contents.

16. PERFORMANCE

A. The Superintendent shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the Committee and the Superintendent.

B. Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents, and will be reported by the Committee to the appropriate state and national associations of the school administrator and the state educational authorities.

17. PROFESSIONAL LIABILITY

The Superintendent shall be indemnified and held harmless by the Committee for any and all demands, suits, actions, and legal proceedings, brought against him in his individual or official capacity as an agent and employee of the Committee except such actions that are, in any way, excluded from indemnification under state and/or federal law.

18. 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. The contract may not be changed except by a written agreement signed by the party against whom enforcement thereof is sought.

19. CERTIFICATE

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G.

20. 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.

21. DISCHARGE

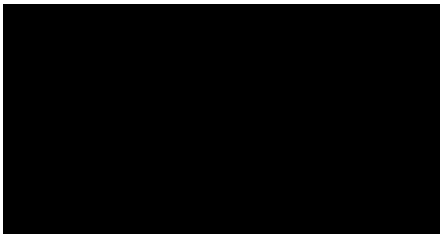
A. Good Cause: Where good cause is found, the Committee may discharge the Superintendent upon a two-thirds vote, thereby terminating this contract prior to its expiration date as set out above. This action may be taken by the Committee provided the Superintendent has been notified in writing of the ground or grounds and/or cause or causes for his proposed discharge and has been given the opportunity for a hearing before the Committee, as described below in Paragraphs B and C of this section, prior to official action being taken.

B. Notification: The Committee shall provide written notice to the Superintendent at least thirty (30) days in advance of the said hearing with a statement of the grounds and/or causes in sufficient detail so as to place the Superintendent on notice as to the basis for his intended discharge. Copies of all relevant documents upon which the Committee intends to rely for such action, which are available to the Committee at the time said notice is to be provided, shall also accompany the written notice given to the Superintendent and any additional documents that become available to the Committee after said notice is sent shall be forwarded to the Superintendent in a timely fashion.

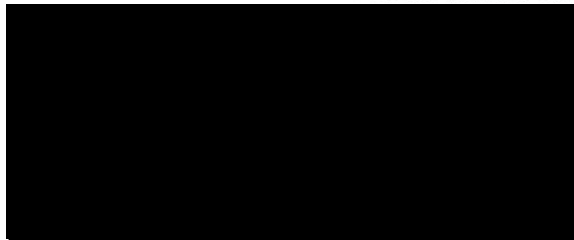
C. Hearing Procedures: The hearing referred to in Paragraph A of this section shall be convened in Executive Session unless the Superintendent requests that it be public. At such Executive Session, the Superintendent may be represented by counsel who shall be entitled to participate on behalf of the Superintendent.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 10th day of October 2019.

CITY OF TAUNTON PUBLIC SCHOOLS



Superintendent of Schools



Taunton School Committee

COMMONWEALTH OF MASSACHUSETTS

On this 10th day of October, 2019, before me, the undersigned notary public, personally appeared the above-named, [REDACTED] proved to me through satisfactory evidence of identification, which was () photographic identification with signature issued by a federal or state government agency, () oath or affirmation of a credible witness, or (X) personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the foregoing document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

[REDACTED]

[REDACTED]

Notary Public

My Commission Expires:

[REDACTED]

COMMONWEALTH OF MASSACHUSETTS

On this 10th day of October, 2019, before me, the undersigned notary public, personally appeared the above-named, [REDACTED] proved to me through satisfactory evidence of identification, which was () photographic identification with signature issued by a federal or state government agency, () oath or affirmation of a credible witness, or (X) personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the foregoing document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

[REDACTED]

[REDACTED]

Notary Public

My Commission Expires:

[REDACTED]

ADDENDUM

POSITION DESCRIPTION: SUPERINTENDENT OF SCHOOLS (12 month position)

Primary Purpose of position: Serves as chief administrator of the district and executive officer of the School Committee.

Major responsibilities: (he or she...)

1. GENERAL RESPONSIBILITIES

- 1.1 Assumes charge of the school district as the executive officer of the School Committee.
- 1.2 Coordinates the work of all programs and departments.
- 1.3 Recommends policies to the School Committee, providing the necessary data for formulation of policy.
- 1.4 Executes policies of School Committee and supervises those with administrative responsibilities.
- 1.5 Reports to the School Committee relative to the execution of its policies and the general administration of the school district.
- 1.6 When weather conditions are in his/her judgment unsuitable for attendance, he may suspend any session of the schools.
- 1.7 In addition to the duties defined in the Laws of the Commonwealth, the Superintendent shall be the advisory and executive officer of the Board and may exercise its full power and authority in carrying into effects its regulations and orders. He/She may make such supplementary regulations, not contrary to these rules, as he may deem proper, reporting the same to the Board.
- 1.8 He/She shall visit all schools at least once during each term and as much oftener as his other duties will permit. He/She shall advise and direct the teachers in relation to their duties and see that the best methods of instruction and discipline are maintained.
- 1.9 He/She shall attend all meetings of the Board and all sub-committee meetings except when his election is under consideration.
- 1.10 It shall be his duty to suggest such plans and give such information to the Board as in his judgment will promote the health and comfort of teachers and pupils and secure economy of expenditures.

POSITION DESCRIPTION: SUPERINTENDENT OF SCHOOLS (12-month position)
(Continued)

2. PERSONNEL RESPONSIBILITIES

2.1 Makes recommendations to the School Committee with reference to appointments, promotions, transfers, retirements, and dismissal of all employees in the school district and takes any other established personnel action consistent with state law and School Committee policy.

2.2 Makes provisions for the supervision of the work of all employees of the school district..

2.3 Recommends all personnel policies for School Committee action.

2.4 Makes provisions for executing all personnel policies adopted by the School Committee.

2.5 He/she shall recommend teachers and salaries, and also textbooks, and shall prepare all courses of study, submitting the same to the Board for its approval. He/she shall have general supervision and control of the admission, classification, promotion, and transfer of pupils.

2.6 Any want of ability, qualification or faithfulness of a teacher he/she shall report promptly to the Board.

2.7 He/she may, in cases of emergency, grant teachers leave of absence from school. He/she may at his/her discretion, hold meetings of teachers for discussion of the details and methods of school work.

2.8 All communications to the Board from teachers, custodians, and other employees of the school department, shall be brought to the attention of the School Committee by him /her at the next regular meeting.

3. INSTRUCTIONAL PROGRAM RESPONSIBILITIES

3.1 Makes recommendations relative to the scope of the instructional program.

3.2 Working with other administrators, assigns instructors for the various instructional areas.

3.3 Provides leadership for development of in-service education programs for the improvement of instruction.

3.4 Provides leadership for development of testing programs and other procedures for evaluation of the effectiveness of the instructional program.

POSITION DESCRIPTION: SUPERINTENDENT OF SCHOOLS (12-month position)

(Continued)

3.5 Provides leadership for development of procedures for the selection and evaluation of textbooks, audio-visual aids, and other instructional materials.

3.6 Gives leadership to the program for the constant evaluation and revision of the program of studies.

3.7 Provides leadership for the study of the adequacy of the program of studies and the needs for additions or amendments to it, freely using expert consultants.

4. FINANCIAL RESPONSIBILITIES

4.1 Presents and interprets an annual budget to the School Committee.

4.2 Analyzes and interprets long range financial needs and proposals to the School Committee.

4.3 Provides leadership for administration of the budget and keeps, insofar as possible, all expenditures within its limits.

4.4 Directs the system of financial accounting and the activities of those involved in the business department.

4.5 Supervises the program for the purchasing of supplies and equipment.

4.6 Make regular periodic reports to the School Committee relative to financial conditions of the school district.

4.7 He/she shall procure all necessary textbooks and supplies, prepare and certify pay rolls, examine and if correct, certify all bills contracted by or requiring the sanction of the Committee and shall keep proper books of account for the use and examination of the Committee.

5. SCHOOL PLANT RESPONSIBILITIES

5.1 Analyzes and makes recommendations on school plant needs, using consultants as needed.

5.2 Assists the School Committee and the school building committee in the development of educational specifications for school buildings.

POSITION DESCRIPTION: SUPERINTENDENT OF SCHOOLS (12-month position)

(Continued)

5.3 Works with architects in the planning of new school buildings, additions, and renovations.

5.4 Makes recommendations regarding the maintenance of buildings and grounds.

5.5 He/she shall have the general supervision of all school property and at the end of each school year shall report to the Board regarding the condition of the same, together with all statistics and facts required by the Board or the Laws of the Commonwealth.

5.6 At each monthly meeting he shall report in writing the general condition of the schools with such recommendations as he/she deems advisable and shall also present a full statement of all expenditures from the beginning of the school year.

5.7 He/she shall advise with any official or committees of the city having in charge the erection, alteration, or furnishing of school property or of other public school expenditures. It shall be his/her duty to suggest such plans and give such information as in his judgment will promote the health and comfort of teachers and pupils and secure economy of expenditure.

6. PUPIL PERSONNEL RESPONSIBILITIES

6.1 Provides leadership for those who administer the activities of all instructional and guidance personnel.

6.2 Provides leadership and support for those who direct the policies for discipline of students.

6.3 Provides leadership and helps establish structure for the classification, promotion and graduation of pupils.

6.4 Encourages and supports the development of programs for atypical children.

6.5 Provides leadership for development of an adequate pupil record system.

6.6 With help of his/her staff, directs research programs to determine achievements and needs of pupils.

6.7 Reports to the School Committee on the effectiveness of pupil personnel policies.

POSITION DESCRIPTION: SUPERINTENDENT OF SCHOOLS (12-month position)
(Continued)

7. COMMUNITY RELATIONS RESPONSIBILITIES

7.1 Directs a program for keeping the citizens of the district adequately informed of school development and programs.

7.2 Interprets the program and activities of the school before various community groups.

7.3 Works with parent groups and other organizations interested in and concerned for the welfare of the school.

7.4 Makes an annual report on the school program and policies for the School Committee and the school district.

7.5 Meets with representatives of the press to provide information needed for keeping the people of the district informed.

