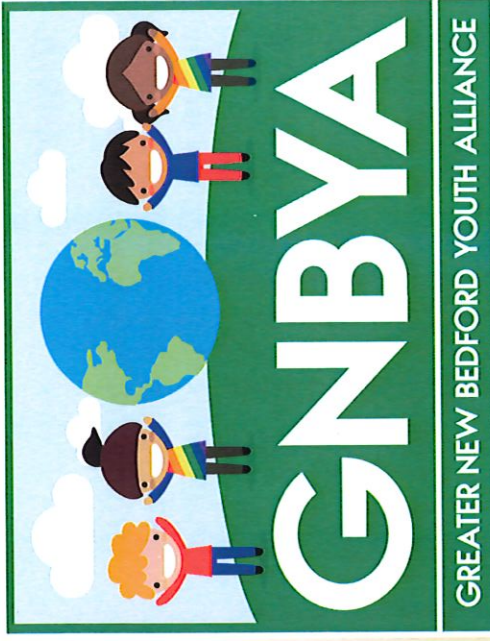


## GNBYA MEMBERS

Current as of 02/25/2020

*Members provide a safe haven for children, promote healthy living and behavior, reduce isolation, develop social skills and provide opportunities for children to grow.*

3rd Eye Unlimited  
Boys & Girls Club of Greater New Bedford  
Buttonwood Park Zoo  
Children's Advocacy Center  
Community Boating Center, Inc.  
Dennison Memorial Community Center  
Dream Out Loud  
Groundwork Southcoast  
JRI TAP Program  
Junior Achievement  
Little People's College  
MassHire Greater New Bedford Career Center  
MassHire Greater New Bedford Workforce Investment Board (GNBWIB)  
Meeting Street  
New Bedford Art Museum/ArtWorks!  
New Bedford Health Department  
New Bedford Housing Authority  
New Bedford Parks Recreation & Beaches  
New Bedford Police Department  
New Bedford Public Schools  
New Bedford Whaling Museum  
New Bedford Whaling National Historical Park  
NorthStar Learning Centers  
Our Sisters' School  
PAACA  
Playworks  
Smiles Mentoring  
St. Andrew's Enrichment Programs  
UMD Leduc Center for Civic Engagement  
YouthBuild New Bedford  
Youth Opportunities Unlimited  
YWCA Southeastern Massachusetts  
Zeiterion Theatre



ADVOCACY

COMMUNITY ENGAGEMENT

EDUCATIONAL AFTER-SCHOOL &  
OUT-OF-SCHOOL PROGRAMMING

YOUTH DEVELOPMENT



*A project of the Community Foundation of  
Southeastern Massachusetts.*



**IF YOU ARE INTERESTED IN JOINING THE  
YOUTH ALLIANCE CONTACT:**

**GREATER NEW BEDFORD YOUTH ALLIANCE**  
Community Foundation of Southeastern MA  
128 Union Street, 4th Floor  
New Bedford, MA 02740  
[www.gnbya.org](http://www.gnbya.org)  
[greaternbyouthalliance@gmail.com](mailto:greaternbyouthalliance@gmail.com)

Like us on Facebook:  
Greater New Bedford Youth Alliance



## VISION

The Greater New Bedford Youth Alliance envisions a diverse community in which success is within reach for all children.

## MISSION

The Greater New Bedford Youth Alliance is a partnership of youth serving organizations dedicated to creating a seamless system and network of youth services.



## WHERE WE ARE

The Greater New Bedford Youth Alliance is an association/network of independent youth serving organizations that operates under a shared leadership and shared responsibility model.

GNBYA has seven active committees focusing on key areas to build organizational capacity for all its members. Committees include:

- Advocacy
- Information and Data Systems
- Marketing and Public Relations
- Professional Development
- Quality Assurance
- Resource and Development
- Transportation Infrastructure

A goal of ours is to build and sustain a comprehensive system of before school, after school, out of school, and summer programming that improves the overall educational (academic and social emotional) performance of the youth and children that we serve.



## WHERE WE ARE GOING

As we move forward, we will to continue to build community partnerships across all sectors: government, schools, non-profit entities, businesses and others. It is these partnerships that will allow us to strengthen the youth serving community and provide high quality after-school and out of school programs for children.



## HISTORY

With the support of the Community Foundation of Southeastern Massachusetts, ten youth serving organizations convened at a retreat in October of 2014. Their purpose was to discuss the challenges facing youth organizations and to identify common concerns and pathways for working together. Our challenge became finding ways to strengthen youth serving organizations while providing the foundation for quality services to children.

# BUILDING CAPACITY THROUGH COLLABORATION

**FUNCTION CODE REPORT FEBRUARY 2020**

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	PERCENT USED
S1110 School Committee	17,680	0	17,680	13,935.14	0.00	3,745	78.80
S1210 Superintendent	413,200	65,166	478,366	304,273.74	8,226.77	165,865	65.30
S1220 Assist Superintendent	199,867	5,000	204,867	141,499.90	1,273.18	62,094	69.70
S1230 District-Wide Administra	218,613	-29	218,584	139,419.39	8,641.67	70,523	67.70
S1410 Finance and Business	1,196,206	0	1,196,206	828,087.38	37,768.52	330,350	72.40
S1420 Human Resources	488,900	0	488,900	307,357.55	3,519.78	178,023	63.60
S1430 Legal for School Committ	200,000	-15,000	185,000	86,558.67	83,941.33	14,500	92.20
S1435 Legal Settlements	75,000	0	75,000	45,000.00	0.00	30,000	60.00
S1450 District-Wide MIS	65,328	112,657	177,985	166,884.59	2,749.93	8,350	95.30
S2110 Curriculum Dir Superviso	2,178,326	62,670	2,240,996	1,217,935.78	10,795.44	1,012,265	54.80
S2130 Instr Tech Train	249,060	0	249,060	136,732.44	0.00	112,328	54.90
S2210 Principals Office - Buil	6,846,916	17,748	6,864,664	4,020,505.32	23,350.55	2,820,808	58.90
S2220 Department Heads - Build	0	0	0	0.00	0.00	0	0.00
S2250 Principals Technology-Bu	6,600	1,650	8,250	5,464.86	0.00	2,785	66.20
S2305 Classroom Teachers	68,518,082	718,480	69,236,562	33,880,053.76	0.00	35,356,508	48.90
S2320 Medical/Therapeutic Serv	2,705,088	717,694	3,422,782	1,755,633.77	136,555.60	1,530,593	55.30
S2324 Substitutes Long Term	0	0	0	88,170.24	0.00	-88,170	100.00
S2325 Subsitutes Short Term	1,100,000	0	1,100,000	457,703.50	0.00	642,297	41.60
S2330 Non-Clerical Paraprofess	7,193,664	255,000	7,448,664	3,944,474.39	0.00	3,504,190	53.00
S2340 Librarians _ Media Direc	161,676	0	161,676	78,922.86	0.00	82,753	48.80
S2345 Distance Learn/Online Co	88,075	0	88,075	81,300.00	0.00	6,775	92.30
S2352 Instructional Coaches	87,711	55,000	142,711	83,472.13	0.00	59,239	58.50
S2353 Teacher/Instruc Staff-Pr	0	27,500	27,500	172.67	0.00	27,327	0.60
S2354 Instructional Coaches St	3,000	0	3,000	0.00	0.00	3,000	0.00
S2356 Professional Dev Staff	114,679	1,613	116,292	25,437.51	2,546.61	88,308	24.10
S2358 Professional Development	220,797	7,946	228,743	53,830.97	34,699.99	140,212	38.70
S2410 Textbks _ Software/Media	580,552	-61,182	519,370	339,495.98	35,705.48	144,169	72.20
S2415 Other Instruc Mats - Lib	206,468	25,604	232,072	22,796.40	16,458.63	192,817	16.90
S2420 Instructional Equipment	217,150	126,101	343,251	106,716.46	31,537.91	204,996	40.30
S2430 General Supplies	790,618	172,237	962,855	683,055.21	125,321.73	154,478	84.00
S2440 Other Instructional Serv	477,259	2,722	479,981	199,964.59	263,473.56	16,543	96.60
S2451 Classroom Instructional	661,158	15,954	677,112	657,423.42	0.00	19,689	97.10
S2453 Other Instructional Hard	143,645	90,679	234,324	181,069.42	9,517.00	43,738	81.30
S2455 Instructional Software	244,106	-11,100	233,006	150,825.52	15,094.40	67,086	71.20
S2710 Guidance Adjustment Co	5,217,842	-110,863	5,106,979	2,573,201.26	800.24	2,532,977	50.40
S2720 Testing Assessment	47,900	77,884	125,784	44,701.07	29,379.20	51,703	58.90
S2800 Psychological Services	6,885,086	-720,492	6,164,594	3,632,356.82	2,069,086.62	463,151	92.50
S3100 Attend Parent Liaison Se	1,166,188	1,325	1,167,513	546,918.86	29,211.00	591,383	49.30
S3200 Health Services	2,939,216	126,400	3,065,616	1,587,285.87	846.78	1,477,483	51.80
S3300 Student Transportation	220,012	0	220,012	128,653.66	0.00	91,358	58.50
S3301 Transportation to Sch In Dist	8,982,921	0	8,982,921	5,168,878.07	3,862,902.69	-48,860	100.50
S3302 Transport to Sch out of Dist	2,450,180	21,310	2,471,490	1,636,933.45	710,908.55	123,648	95.00



S3310 Operation of School Bus	6,250	0	6,250	1,218.80	4,646.20	385	93.80
S3320 Transportation	20,000	0	20,000	15,326.72	1,886.18	2,787	86.10
S3350 Maint School Buses	12,500	0	12,500	3,296.37	1,923.04	7,281	41.80
S3510 Athletics Services	812,260	0	812,260	486,841.52	43,861.46	281,557	65.30
S3520 Other School Services	556,631	26,520	583,151	252,109.85	23,093.30	307,948	47.20
S3600 School Security	306,448	297,780	604,228	196,155.39	266,991.45	141,081	76.70
S4110 Custodial Services	4,833,094	-140,000	4,693,094	2,963,119.21	110,767.83	1,619,207	65.50
S4120 Heating of Buildings	1,236,385	0	1,236,385	242,575.36	917,390.93	76,419	93.80
S4130 Utility Services	2,375,050	111,364	2,486,414	886,686.90	1,467,841.04	131,886	94.70
S4210 Maintenance of Grounds	172,824	-5,755	167,070	80,058.02	18,891.19	68,120	59.20
S4220 Maintenance of Buildings	1,286,831	45,000	1,331,831	818,656.63	2,527.11	510,647	61.70
S4230 Maintenance of Equip	176,550	-5,922	170,628	65,905.27	33,301.22	71,421	58.10
S4235 Gas Vehicles	20,000	0	20,000	13,175.53	6,824.47	0	100.00
S4300 Extraordinary Maint	1,066,646	455,283	1,521,929	966,937.07	502,502.04	52,490	96.60
S4400 Networking Tele	832,579	-38,107	794,472	506,092.97	0.00	288,379	63.70
S4450 Technology Maintenance	872,257	-99,313	772,944	570,536.24	38,673.96	163,734	78.80
S5100 Employee Retirement	0	0	0	14,100.00	0.00	-14,100	100.00
S5150 Employee Separation Cost	905,000	0	905,000	231,511.54	0.00	673,488	25.60
S5200 Insurance Programs	1,715,784	-930	1,714,854	643,305.65	336,327.41	735,221	57.10
S5260 Other Non-Emp Insur	0	0	0	129,500.00	0.00	-129,500	100.00
S5300 Rental-Lease of Equip	1,454,843	20,683	1,475,526	820,902.58	662,011.98	-7,389	100.50
S5350 Rental-Lease of Building	6,000	0	6,000	4,000.00	2,000.00	0	100.00
S5550 Crossing Guards	59,400	0	59,400	26,885.43	0.00	32,515	45.30
S6200 Civic Activities	206,147	0	206,147	128,025.69	0.00	78,121	62.10
S6900 Transp Svc NonPublic	211,752	0	211,752	82,325.00	76,325.00	53,102	74.90
S7500 Acquisition of Vehicles	28,500	9,717	38,217	38,217.23	0.00	0	100.00
S9100 Prog w/Other Dist in MA	80,000	26,582	106,582	106,582.00	0.00	0	100.00
S9200 Tuition to Out of Dist	970,500	0	970,500	24,852.00	15,148.00	930,500	4.10
S9300 Tuition to Non-Public Sc	1,600,000	-26,582	1,573,418	315,202.85	350,072.08	908,143	42.30
S9400 Tuition to Collaborative	1,347,000	200,000	1,547,000	1,781,811.95	1,544,750.05	-1,779,562	215.00
Expense Total	146,750,000	2,665,994	149,415,994	77,939,016.39	13,982,069.10	57,494,909	61.50

02/29/20

FY20 REVISED BUDGET	AVAILABLE BUDGET	% Available	CATEGORY
4,090,918	59,081	1%	Special Education Tuition
206,147	78,121	38%	Adult Ed
13,108,876	2,522,802	19%	Facilities & Maintenance
1,753,651	463,248	26%	Technology
2,619,854	1,265,109	48%	Retirement Insurance
19,053,267	6,647,290	35%	Counseling Student support
2,864,603	855,100	30%	Admin
78,659,805	39,822,439	51%	Teaching Services
3,681,972	843,516	23%	Instructional supplies
9,354,720	3,945,400	42%	School leadership



	12,022,542	262,216	2%	Transportation			
	1,999,639	730,586	37%	Athletics /Security/Misc			
\$	149,415,994	#####	38%				
	02/28/19						
<b>FY19 REVISED BUDGET</b>	<b>AVAILABLE BUDGET</b>	<b>% Available</b>	<b>CATEGORY</b>				
3,915,000	621,171	16%	Special Education Tuition				
204,554	75,756	37%	Adult Ed				
11,602,759	2,316,459	20%	Facilities & Maintenance				
1,797,559	538,801	30%	Technology				
2,535,719	1,459,348	58%	Retirement Insurance				
17,389,749	5,895,456	34%	Counseling Student support				
2,645,735	770,423	29%	Admin				
73,984,436	37,268,639	50%	Teaching Services				
2,626,563	627,717	24%	Instructional supplies				
8,334,176	3,667,742	44%	School leadership				
11,279,880	152,092	1%	Transportation				
1,513,871	607,369	40%	Athletics /Security/Misc				
\$	137,830,000	#####	39%				





## FY 20 GENERAL EXPENSE BUDGET REPORT

SCHOOLS	Budget	YTD Expended	Encumbrances	Balance	Percent Spent & Enc
ASHLEY ELEMENTARY SCHOOL	57,356.88	42,993	4,168	10,195	82.2%
BROOKS ELEMENTARY SCHOOL	60,383.72	3,414	29,686	27,284	54.8%
CAMPBELL ELEMENTARY SCHOOL	58,775.86	37,980	3,140	17,656	70.0%
CARNEY ACADEMY	181,622.89	147,199	22,395	12,028	93.4%
CONGDON ELEMENTARY SCHOOL	68,840.61	30,695	11,364	26,782	61.1%
DEVALLES ELEMENTARY SCHOOL	76,519.76	46,615	9,523	20,382	73.4%
GOMES ELEMENTARY SCHOOL	123,106.64	79,583	27,966	15,557	87.4%
HATHAWAY ELEMENTARY SCHOOL	55,067.79	34,071	10,237	10,760	80.5%
HAYDEN MCFADDEN ELEMENTARY SCHOOL	128,057.89	63,188	29,471	35,398	72.4%
JACOBS ELEMENTARY SCHOOL	80,155.90	58,099	10,673	11,384	85.8%
LINCOLN ELEMENTARY SCHOOL	148,055.58	87,712	17,727	42,616	71.2%
PACHECO ELEMENTARY SCHOOL	67,557.91	37,529	17,394	12,635	81.3%
PARKER ELEMENTARY SCHOOL	87,422.95	44,009	11,448	31,966	63.4%
PULASKI ELEMENTARY SCHOOL	185,632.85	146,171	16,551	22,911	87.7%
RENAISSANCE	109,224.98	41,800	13,788	53,637	50.9%
RODMAN ELEMENTARY SCHOOL	51,235.41	32,976	8,071	10,188	80.1%
SWIFT ELEMENTARY SCHOOL	48,921.98	29,946	4,794	14,182	71.0%
TAYLOR ELEMENTARY SCHOOL	53,640.95	44,931	3,307	5,403	89.9%
WINSLOW ELEMENTARY SCHOOL	68,389.13	59,559	7,356	1,474	97.8%
KEITH MIDDLE SCHOOL	148,190.00	107,537	27,574	13,080	91.2%
NORMANDIN MIDDLE SCHOOL	171,554.00	134,488	16,111	20,955	87.8%
ROOSEVELT MIDDLE SCHOOL	143,614.00	116,067	22,051	5,495	96.2%
HIGH SCHOOL	1,058,191.00	602,026	178,753	277,412	73.8%
TRINITY DAY ACADEMY	35,894.36	15,373	6,458	14,063	60.8%
WHALING CITY JR/SR HIGH SCHOOL	17,690.98	14,083	1,463	2,146	87.9%



## FY 20 GENERAL EXPENSE BUDGET REPORT

DEPARTMENTS AND PROGRAMS	Budget	YTD Expended	Encumbrances	Balance	Percent Spent & Enc
ADULT EDUCATION	6,047.00	4,710	-	1,337	77.9%
BUSINESS OFFICE	3,184,471.43	1,275,408	1,059,737	849,326	73.3%
DEPUTY SUPERINTENDENT	22,863.40	18,209	3,029	1,626	92.9%
EDUCATIONAL ACCESS & PATHWAYS	123,177.00	55,895	36,063	31,218	74.7%
ELEMENTARY AFTER SCHOOL PROGRAM	35,000.00	174	181	34,645	1.0%
FACILITIES	2,420,570.54	1,479,954	639,308	301,308	87.6%
FAMILY WELCOME CENTER	41,716.00	18,269	5,818	17,629	57.7%
FINE ARTS	147,480.00	69,953	28,283	49,244	66.6%
GUIDANCE & PUPIL PERSONNEL	187,775.00	73,260	28,794	85,721	54.3%
HEALTH SERVICES	63,260.00	53,851	676	8,733	86.2%
HUMAN CAPITAL SERVICES	85,408.00	67,011	5,759	12,638	85.2%
OFFICE OF INSTRUCTION	368,046.50	56,706	27,089	284,251	22.8%
PARENTING TEENS	11,934.00	5,794	2,034	4,106	65.6%
PHYSICAL EDUCATION, HEALTH & ATHLETICS	81,607.00	30,063	16,812	34,732	57.4%
SCHOOL COMMITTEE	17,680.00	13,935	-	3,745	78.8%
SEA LAB	51,113.00	27,934	6,348	16,831	67.1%
SPECIAL EDUCATION	10,118,123.28	5,733,740	4,304,029	80,354	99.2%
SUPERINTENDENT	259,407.19	170,108	74,314	14,985	94.2%
TECHNOLOGY SERVICES	1,563,328.46	1,296,748	41,954	224,627	85.6%
TRANSPORTATION	11,975,233.00	7,045,659	4,766,336	163,238	98.6%
UTILITIES	3,467,719.16	1,243,565	2,194,785	29,370	99.2%
<b>TOTAL ALL SCHOOLS &amp; DEPARTMENTS</b>	<b>37,517,063.98</b>	<b>20,798,992</b>	<b>13,752,818</b>	<b>2,965,255</b>	<b>92.1%</b>



**FY20 Salary Spend Down Report**

			Bi-Weekly Payroll	Balance
Original Budget		110,341,356.00		
Transfers Out		(586,450.00)		
Transfer In		1,587,765.00		
Revised Budget		111,342,671.00		
7/6/19			2,789,548.72	108,553,122.28
7/20/19	Week ending 6/29/19 accrued to FY19	(1,373,511.88)	2,900,965.10	107,025,669.06
8/3/19	Time Entry Accrual	(74,177.72)	2,878,265.77	104,221,581.01
8/17/19	Summer Accrual	(8,491,649.33)	2,811,405.13	109,901,825.21
8/31/19			3,507,865.28	106,393,959.93
9/14/19			4,254,511.66	102,139,448.27
9/28/19			4,285,221.06	97,854,227.21
10/12/19			4,317,169.45	93,537,057.76
10/26/19			4,294,805.72	89,242,252.04
11/9/19			4,332,161.52	84,910,090.52
11/23/19	<i>includes 90,787.50 in longevity payments</i>		4,403,407.45	80,506,683.07
12/7/19	<i>includes 460,342 longevity &amp; 12,825 sick incentives</i>		4,826,445.29	75,680,237.78
12/21/19			4,360,367.01	71,319,870.77
1/4/20			4,095,901.82	67,223,968.95
1/18/20			4,448,063.32	62,775,905.63
2/1/20			4,316,026.16	58,459,879.47
** 2/15/20			4,325,992.96	54,133,886.51
2/29/20			4,412,089.00	49,721,797.51
3/14/20			4,412,089.00	45,309,708.51
3/28/20			4,412,089.00	40,897,619.51
4/11/20			4,412,089.00	36,485,530.51
4/25/20			4,412,089.00	32,073,441.51
5/9/20			4,412,089.00	27,661,352.51
5/23/20			4,412,089.00	23,249,263.51
6/6/20			4,412,089.00	18,837,174.51
6/20/20	<i>2nd week will have no 42 week pays</i>		4,102,800.00	14,734,374.51
7/4/20	<i>7 days of this payroll to charge to FY20; 3 days will stay in FY21</i>		463,500.00	14,270,874.51
7/18/20	Service Transfers To Date	(86,954.36)	-	14,357,828.87
8/1/20	Anticipated Service Transfer Reimbursements	(70,000.00)	-	14,427,828.87
8/15/20	Voids/Handwrites To Date	71,590.68	-	14,356,238.19
8/22/20	Lump Sum & Summer Accrual	12,981,200.00	-	1,375,038.19
	Custodial & ROTC Reimbursements to date	(93,563.28)	-	1,468,601.47
	ROTC Reimb Reimbursement (remaining)	(46,940.50)	-	1,515,541.97
	Retirement Payouts	743,000.00	-	772,541.97
	Longevity	-	-	772,541.97
	Sick Incentive	-	-	772,541.97
	Vacation Pay Paras/School Year Secretaries	150,000.00	-	622,541.97
	Prof Development reimbursement	-	-	622,541.97
	NBEA Reimbursement	(93,000.00)	-	715,541.97

\*\* most recent payroll warrant



# Personnel Report

March 9, 2020

## A. APPOINTMENTS:

<u>Name</u>	<u>Position</u>	<u>School</u>
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### UNIT A

Veronica Cabral	Special Education Teacher	Normandin Middle School
Katelyn Farias	ASD Special Education Teacher	Carney Academy
Amanda Lee	School Psychologist	Paul Rodrigues Administration Building
Izabella Loto	School Psychologist	Paul Rodrigues Administration Building
Nicholas Pacheco	Middle School Science Teacher	Keith Middle School

### NON-UNION

Rachel Bento-Cunha	Budget Analyst	Paul Rodrigues Administration Building
Lillian Casminro	Account Specialist	Paul Rodrigues Administration Building
Maranda Ferreira	Speech Language Pathology Assistant	Paul Rodrigues Administration Building
Frank Gomes	Part Time School Safety Officer	New Bedford High School
Tracie McCarthy	Building Based Substitute Teacher	Ashley Elementary School

### AFSCME

Scott Alexander	Provisional Jr. Custodian Floater – 2 <sup>nd</sup> Shift	Facilities Operations
Elizabeth Maia	6.5 Hour Cafeteria Helper	Paul Rodrigues Administration Building
Jonathan Roderick	Provisional Jr. Custodian – Mid Shift	Normandin Middle School
Michael Simas	Provisional Jr. Custodian – 2 <sup>nd</sup> Shift	Gomes Elementary School
Sean Smith	Technology Field Technician	Paul Rodrigues Administration Building
Wendy Tavares De Pena	6.5 Hour Cafeteria Helper – Supper	Gomes Elementary School

### PARAPROFESSIONAL

Katelyn Aiello	Paraprofessional	Keith Middle School
Dakota Constant	Paraprofessional	Rodman Elementary School
Jeanelle Jean-Pierre	Paraprofessional	Lincoln Elementary School
Kristofer Luebke	Paraprofessional Small Group	Brooks Elementary School
Yelitza Molina	Paraprofessional ASD Small Group	Campbell Elementary School

## B. RETIREMENTS:

<u>Name</u>	<u>School</u>	<u>Date</u>	<u>Position</u>
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### UNIT A

Catherine Casey-Paull	June 30, 2020 RESCINDED	Grade 6 ELA/SS Teacher	Normandin Middle School
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# Personnel Report

## March 9, 2020

**B. RETIREMENTS (cont):**

<u>Name</u>	<u>Date</u>	<u>Position</u>	<u>School</u>
<b><u>AFSCME</u></b>			
Lisa Carreiro	February 18, 2020	Jr. Clerk Typist	Normandin Middle School
Joanne Houde	February 29, 2020	Cafeteria Helper	New Bedford High School

**C. RESIGNATIONS:**

<u>Name</u>	<u>School</u>	<u>Date</u>	<u>Position</u>
<b><u>UNIT A</u></b>			
Kathryn Mahoney		February 5, 2020	Special Education Teacher Roosevelt Middle School

<b><u>NON-UNION</u></b>			
Roxanne Lopez		February 14, 2020	Parent Support Specialist Paul Rodrigues Administration Building

<b><u>AFSCME</u></b>			
Frank Antunes		February 21, 2020	Jr. Custodian Facilities Operations
May Tate		October 15, 2019	Cashier New Bedford High School
Sean Smith		February 21, 2020	Technology Field Technician Paul Rodrigues Administration Building

**D. TRANSFERS:**

<u>Name</u>	<u>To</u>	<u>From</u>
<b><u>AFSCME</u></b>		
Ana Phu	4 Hour Cafeteria Helper at Keith Middle School	6.5 Hour Cafeteria Helper at Keith Middle School
Karen Therrien	4 Hour. Cafeteria Helper at New Bedford High School	6.5 Hour Cafeteria Helper at New Bedford High School

<b><u>PARAPROFESSIONAL</u></b>		
Christine Amaral	Paraprofessional – Small Group at Brooks Elementary School	Paraprofessional – Small Group at Carney Academy



# Personnel Report

March 9, 2020

**E. SUBSTITUTE TEACHERS:**

Zachary Ford		
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**F. SUBSTITUTE CUSTODIAN:**

Milton Carvalho	Eric Mendonca	Dakota Pires
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**G. SUBSTITUTE PARAPROFESSIONAL:**

Arianna Oris		
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THOMAS ANDERSON  
SUPERINTENDENT

NEW BEDFORD PUBLIC SCHOOLS  
PAUL RODRIGUES ADMINISTRATION BUILDING  
455 COUNTY STREET  
NEW BEDFORD, MASSACHUSETTS 02740  
www.newbedfordschool.org

(508) 997-4511

*"We are committed to developing a community of learners who are academically proficient, demonstrate strong character and exhibit self-confidence."*

KAREN A. TREADUP  
DEPUTY SUPERINTENDENT

ANDREW O'LEARY  
ASSISTANT  
SUPERINTENDENT OF  
FINANCE & OPERATIONS

HEATHER EMSLEY  
EXECUTIVE DIRECTOR OF  
HUMAN CAPITAL SERVICES

JENNIFER FERLAND  
EXECUTIVE DIRECTOR OF  
STRATEGIC INITIATIVES & PARTNERSHIPS

SANDRA FORD  
EXECUTIVE DIRECTOR OF  
SPECIAL EDUCATION & STUDENT  
SERVICES

SONIA WALMSLEY  
EXECUTIVE DIRECTOR OF  
EDUCATIONAL ACCESS &  
PATHWAYS

## MEMORANDUM TO APPROVE EXCESS PROPERTY

**To:** New Bedford School Committee;  
Thomas Anderson, Superintendent

**From:** Andrew O'Leary, Asst. Superintendent of Finance & Operations

**Date:** March 1, 2020

**Subject:** Excess Property Report – January 2020

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The enclosed surplus property reports have been circulated internally and, except where noted, there have been no requests for the material.

I am recommending that this material be declared as excess to the need of New Bedford Public Schools to be so reported to the City of New Bedford.

Attachment(s)





THOMAS ANDERSON  
SUPERINTENDENT

## NEW BEDFORD PUBLIC SCHOOLS

PAUL RODRIGUES ADMINISTRATION BUILDING  
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SPECIAL EDUCATION & STUDENT  
SERVICES

SONIA WALMSLEY  
EXECUTIVE DIRECTOR OF  
EDUCATIONAL ACCESS &  
PATHWAYS

### MEMORANDUM TO DECLARE SURPLUS

To: Principals, Directors, Coordinators, Supervisors, and Technology Services

From: Andrew O'Leary, Assistant Superintendent of Finance & Operations

Date: February 1, 2020

Subject: **Surplus Property Report – January 2020**

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The enclosed surplus property reports are forwarded for your information.

Please contact the originator for additional information.

Requests for surplus property should be made through the office of Finance & Operations.

Attachment(s)



## NEW BEDFORD PUBLIC SCHOOLS SURPLUS REQUEST FORM

From: Andrew B. O'Leary, Assistant Superintendent of Finance & Operations

Date: *1-3-2020*

I would like to declare the following items surplus in accordance with School Committee Policy DN:

Quantity	Description	Make/Model	Asset Tag #	Serial Number	Condition
	See Attached				
	<i>Re: Adult Ed</i>				
	<i>†</i>				
	<i>Parenting TEENS</i>				

Signature: \_\_\_\_\_

Name and Title: Robert P. Tetreault, Info. Systems Manager

Dept. / School: Adult Ed/Parenting Teens

Make	Model	Device	Asset Tag	Serial Number	Date Added
Gateway	E-Series	Computer	1061	28665155	4/29/2019
Dell	OPT GX520	Computer	1041	98H0Z91	4/29/2019
Gateway	E-Series	Computer	1058	28665159	4/29/2019
Dell	OPT GX280	Computer		279MJ71	4/29/2019
Dell	Dimension 4700	Computer	1047	JT58T61	4/29/2019
Dell	OPT 380	Computer	1052	235QNL1	4/29/2019
Dell	Dimension 5150	Computer		J8ND891	4/29/2019
Dell	Dimension 4400	Computer		4DHNF11	4/29/2019
Dell	Dimension 4400	Computer	1025	HCHNF11	4/29/2019
Dell	Dimension 4400	Computer	1039	CCHNF11	4/29/2019
Dell	Dimension 4700	Computer	1060	HT58T61	4/29/2019
Dell	Dimension 4700	Computer	1046	9V58T61	4/29/2019
Dell	Dimension 4400	Computer		C3Q9B11	4/29/2019
Dell	Dimension 4400	Computer		2DHNF11	4/29/2019
Dell	OPT GX110	Computer		GVJN20B	4/29/2019
Unknown	Unknown	Computer			4/29/2019
Unknown	Unknown	Computer			4/29/2019
Unknown	Premio	Computer			4/29/2019
Unknown	Premio	Computer			4/29/2019
Dell	Dimension 4700	Computer	1022	FT58T61	4/29/2019
Gateway	E-Series	Computer	1056	28665157	4/29/2019
Dell	Dimension 4700	Computer	1023	6V58T61	4/29/2019
Dell	OPT GX110	Computer		BVJN20B	4/29/2019
Dell	OPT GX110	Computer			4/29/2019
Dell	OPT GX110	Computer		CVJN20B	4/29/2019
Dell	Dimension 5150	Computer		C9ND891	4/29/2019
Dell	Dimension 5150	Computer		59ND891	4/29/2019
Dell	Dimension 5150	Computer		99ND891	4/29/2019
Dell	OPT 380	Computer		234PNL1	4/29/2019

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Dell	OPT 380	Computer	235FNL1	4/29/2019
Dell	OPT 755	Computer	BD66QH1	4/29/2019
Dell	OPT 980	Computer	1MDHDQ1	4/29/2019
Dell	CRT Monitor	Monitor	MY08J85446632223903Y	4/29/2019
Dell	CRT Monitor	Monitor	MY08J85446632223903N	4/29/2019
Dell	CRT Monitor	Monitor	MX0957VUJ4780106DH0Y0	4/29/2019
Dell	CRT Monitor	Monitor	MX06271R4774109Q60UV	4/29/2019
Dell	CRT Monitor	Monitor	MY08J8544663221V82R1	4/29/2019
Dell	CRT Monitor	Monitor	MX0419TG4780123RB5QP	4/29/2019
Dell	CRT Monitor	Monitor	301052827	4/29/2019
Dell	CRT Monitor	Monitor	MY08J8544663221T92LM	4/29/2019
Dell	CRT Monitor	Monitor	MX0957VUJ4780106DH0Y5	4/29/2019
Gateway	Monitor	Monitor	GL619A237003035	4/29/2019
Dell	Monitor	Monitor	CN0D5428722015148P9S	4/29/2019
Gateway	Monitor	Monitor	GL619A237003043	4/29/2019
Dell	Monitor	Monitor	CN0N300H641809AQ05SL	4/29/2019
Dell	Monitor	Monitor	CN0F71704760653UAKTF	4/29/2019
Gateway	Monitor	Monitor	GL619A237003046	4/29/2019
Dell	Monitor	Monitor	CN0CC3526418063U0F4S	4/29/2019
Gateway	Monitor	Monitor	GL619A237003037	4/29/2019
Dell	Monitor	Monitor	CN0HC5454663362F4JJU	4/29/2019
Dell	Monitor	Monitor	CN0CC3526418063P0CNS	4/29/2019
Dell	Monitor	Monitor	CN0D54287220151493TS	4/29/2019
Dell	Monitor	Monitor	CN0D542872201514935S	4/29/2019
Dell	Monitor	Monitor	CN0D54287220151492PS	4/29/2019
Dell	Monitor	Monitor	CN0D5428722015148PDS	4/29/2019
Gateway	Monitor	Monitor	GL619A237003052	4/29/2019
HP	DeskJet 710C	Printer	MX97J1C0VFFH	4/29/2019
HP	DeskJet 640C	Printer	TH05T95QFNNJ	4/29/2019
HP	DeskJet 930C	Printer	MY09D1F36BJJ	4/29/2019
HP	DeskJet 5740	Printer	MY4CK1X1HX049M	4/29/2019

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HP	DeskJet 5740	Printer			TH5211302S049M	4/29/2019
HP	DeskJet 640C	Printer			TH05T95QFYNJ	4/29/2019
HP	DeskJet 950C	Printer	1003	6	MY0BL170FZJM	4/29/2019
HP	DeskJet 5740	Printer		7	MY492130DF040S	4/29/2019
HP	DeskJet 920c	Printer	1057	8	MX22P6F2ZCBI	4/29/2019
HP	DeskJet 3745	Printer		9	CN5313Y08J040Q	4/29/2019
HP	DeskJet 5740	Printer	1059	10	MY46B1X0HZ040S	4/29/2019
HP	DeskJet 5740	Printer	1014	11	TH5211302M049M	4/29/2019
HP	OfficeJet All-in-One	Printer		12	CN52SGJ8ZKE5	4/29/2019
HP	OfficeJet All-in-One	Printer		13	MY42PF12N64Z	4/29/2019
HP	OfficeJet 695C	Printer		14	SG8A91F0RCFQ	4/29/2019
HP	DeskJet 950C	Printer	1021	15	MY0BL160N3JM	4/29/2019
HP	DeskJet 920C	Printer		16	MX22P6F30CBI	4/29/2019
HP	DeskJet 930C	Printer		17	CN07D1Q1K&JJ	4/29/2019
HP	DeskJet 930C	Printer		18		4/29/2019
Brother	MFC-8220	Printer		19		4/29/2019
HP	LaserJet 2600n	Printer	1038	20		4/29/2019
HP	LaserJet 2600n	Printer	1048	21		4/29/2019
HP	DeskJet 920C	Printer	1026	22	MX22P6F2SBB1	4/29/2019
HP	ScanJet 4570c	Printer		23	SCN29MT60751R	4/29/2019
Gateway		Keyboard		24		4/29/2019
Gateway		Keyboard		1		4/29/2019
Gateway		Keyboard		2		4/29/2019
Gateway		Keyboard		3		4/29/2019
Gateway		Keyboard		4		4/29/2019
Dell		Keyboard		5		4/29/2019
Dell		Keyboard		6		4/29/2019
Dell		Keyboard		7		4/29/2019
Dell		Keyboard		8		4/29/2019
Dell		Keyboard		9		4/29/2019
Dell		Keyboard		10		4/29/2019
Dell		Keyboard		11		4/29/2019

Dell	Keyboard	13	4/29/2019
Dell	Keyboard	13	4/29/2019
Dell	Keyboard	14	4/29/2019
Dell	Keyboard	15	4/29/2019
Dell	Keyboard	14	4/29/2019
Dell	Keyboard	17	4/29/2019
Box	Misc	1	4/29/2019
Box	Speakers	2	4/29/2019
Box	Misc	1	4/29/2019
Box	Cables / Mice	1	4/29/2019
Box	Misc	2	4/29/2019
Box	Cables	3	4/29/2019
Box	Misc	3	4/29/2019

Total

24 Printers  
24 Monitors  
32 Computers  
17 Keyboards  
5 Box's of Misc

# NEW BEDFORD PUBLIC SCHOOLS SURPLUS REQUEST FORM

To: Andrew B. O'Leary, Assistant Superintendent of Finance & Operations

From: Deputy Superintendent's Office, Office of Instruction

Date: January 6, 2020

I would like to declare the following items surplus in accordance with School Committee Policy DN:

Quantity	Description	Make/Model	Asset Tag #	Serial Number	Condition
1	Palm Pilot	Tungsten/E	00U3U8A4HODP	405-5637A-US	New

RECEIVED  
 2020 JAN -6 AM 10:01  
 N.B.P.S. OFFICE

Signature: *Laurie L. Robinson*

Name and Title: Laurie L. Robinson, Adm. Assistant to Office of Instruction

Dept. / School: PRAB

RECEIVED

2020 JAN -7 AM 9:10

BUSINESS OFFICE  
H.B.P.S.

To: Business Office

From: Strategic Initiatives and Partnerships-Rm 134

Date: 1/6/20

I would like to declare the attached items surplus in accordance with School Committee Policy DN.

Description	Make	Model	Asset Tag#	Serial Number	Condition
Digital Camera	SONY	MVC-FD91	NA	175973	UNKNOWN-OLD
2-Camera's	VIVITAR	PS44 Focus Free	NA	B169B408	UNKNOWN-OLD
Visual Presenter	ADESSO	NUSCAN 500	NA	NA	UNKNOWN-OLD
Video Conversion	FOCUS	i-TVVIEW GOLD	NA	444-6201	UNKNOWN
3-IPAD Stands	KENSINGTON	SECUREBACK	NA	B1140A	UNUSED
CD Player	COBY	CX-CD114	NA	NA	UNUSED
4-label cartridges	CASIO	LABELIT	NA	A340211-1	UNUSED
Label printer w/case	P-TOUCH	PT 2710	NA	U661556-E8G801830	Doesnt work
Label printer	CASIO	KL7200	NA	NA	UNKNOWN-Battery operated
4-Microphones	FICO	VDM-326	NA	NA	UNUSED

Jennifer Ferland, Director

Strategic Initiatives and Partnerships

## **TUTORING FOR PAY**

Definition: "Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the School Committee.

A teacher cannot recommend that one of his or her own students get tutoring, and then be paid to tutor that same student in a second job.

A teacher may not tutor students who are currently in his/her class. Even if the teacher does not recommend that the current student receive private tutoring, the teacher should not tutor current students.

Teachers and other public employees may not approach a student, or the student's parents, seeking private tutoring work. A teacher may provide tutoring when the relationship is initiated by the parents or a student, but, if the student is, or in the future may be, under the teacher's authority, the teacher will need to provide a written disclosure.

A teacher cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services. Schools cannot send home brochures for a particular tutoring service with the children.

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he or she is to be tutored.

Tutoring for pay is not to be done in the school building.

LEGAL REF: M. G. L. 268A Mass. Ethics Commission FAQs for Public School Teachers





# New Bedford School Committee 2020 SUB-COMMITTEES

<b>COMMITTEE</b> <b>POLICY</b>	<b>MEMBERS</b>		<b>ADVISORS</b>
	<b>CHAIRPERSON</b> Mr. Joshua Amaral	Mr. Christopher Cotter      Ms. Colleen Dawicki	Mr. Thomas Anderson Ms. Karen Treadup

<b>COMMITTEE</b> <b>CURRICULUM</b>	<b>MEMBERS</b>		<b>ADVISORS</b>
	<b>CHAIRPERSON</b> Ms. Colleen Dawicki	Mr. Jack Livramento      Mr. John Oliveira	Mr. Thomas Anderson Ms. Karen Treadup

<b>COMMITTEE</b> <b>FINANCE</b>	<b>MEMBERS</b>		<b>ADVISORS</b>
	<b>CHAIRPERSON</b> Mr. Bruce Oliveira	Mr. Joshua Amaral      Ms. Colleen Dawicki	Mr. Thomas Anderson Ms. Karen Treadup Mr. Andrew O'Leary Ms. Theresa Cormier

<b>COMMITTEE</b> <b>FACILITIES</b>	<b>MEMBERS</b>		<b>ADVISORS</b>
	<b>CHAIRPERSON</b> Mr. Bruce Oliveira	Mr. Joshua Amaral      Mr. John Oliveira	Mr. Thomas Anderson Mr. Andrew O'Leary Mr. Al Oliveira

<b>COMMITTEE</b> <b>TRANSPORTATION</b>	<b>MEMBERS</b>		<b>ADVISORS</b>
	<b>CHAIRPERSON</b> Mr. Jack Livramento	Mr. Joshua Amaral      Mr. Christopher Cotter	Mr. Thomas Anderson Mr. Andrew O'Leary Mr. Jeff Tatro

<b>COMMUNITY ORGANIZATION</b> <b>SMEC</b> (southeastern Mass Education Collaborative)	<b>DESIGNEE</b> Mr. Christopher Cotter
<b>COMMUNITY ORGANIZATION</b> <b>PACE</b> (People Acting in Community Endeavors)	<b>DESIGNEE</b> Mr. Jack Livramento





**EMPLOYMENT CONTRACT  
BY AND BETWEEN  
SANDRA FORD  
And the  
NEW BEDFORD PUBLIC SCHOOLS**

This Employment Contract is made and entered into this \_\_\_\_\_ day of March, 2020, by and between the New Bedford Public Schools (herein the "NBPS") by and through its Superintendent of Schools, Thomas Anderson, and Sandra Ford (herein "Ford" or "the Executive Director of Special Education and Student Services") (collectively the "Parties").

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

**1. EMPLOYMENT**

The NBPS hereby employs Ford as an Executive Director of Special Education and Student Services on the following terms and conditions.

**2. TERM**

Subject to the provisions for early termination set forth in Section 14 of this Employment Contract ("Contract"), the Executive Director of Special Education and Student Services shall be employed under this Contract as Executive Director of Special Education and Student Services for the period commencing July 1, 2020 and ending on June 30, 2022. Each twelve-month period comprising this term shall be considered one "Contract Year", running from July 1st through June 30th. All references to the term "Contract Year" contained herein refer to contract years covered by this Contract and do not serve to extend the term of this Contract beyond its expiration date.

**3. COMPENSATION**

The Executive Director of Special Education and Student Services shall be paid a salary of \$123,000.00 for Contract Year One. Such Contract Year salary shall be paid, in equal installments on each payday in accordance with the schedule of salary payments in effect for other non-unionized administrators employed by NBPS. The salary stated herein shall not be reduced during the term of this Contract; provided, however, that the salary may be reduced upon the Executive Director of Special Education and Student Services demotion or transfer to another position.

The Executive Director of Special Education and Student Services shall be reimbursed at the IRS rate for all travel outside the City of New Bedford connected with the performance the duties to which the Executive Director of Special Education and Student Services has been assigned or which the Executive Director of Special Education and Student Services is attending with the advanced notice of the Superintendent/designee. Expense vouchers for all out-of-state travel must be approved and signed by the Superintendent. For all travel within the New Bedford School District connected with duties, the Executive Director of Special Education and Student Services will receive \$1,000.00 annually.

4. **DUTIES AND RESPONSIBILITIES**

The Executive Director of Special Education and Student Services shall be the District resource for District and building based leaders in regards to all things related to Special Education and Student Services functions subject to the supervision and direction of the Superintendent. The Executive Director of Special Education and Student Services shall be responsible, consistent with the School Committee's personnel policies and budgetary restrictions and subject to any applicable provisions of G.L. c. 71, §§ 1, et seq. and any other applicable laws.

The Executive Director of Special Education and Student Services shall devote the Executive Director of Special Education and Student Services' full time and attention to and faithfully and effectively perform all of the duties of Executive Director of Special Education and Student Services. The Superintendent may modify the job description of Executive Director of Special Education and Student Services from time to time, at the Superintendent's sole discretion. The Executive Director of Special Education and Student Services recognizes that the responsibilities of the position are not determined by prescribed hours and conditions and will perform the directed and implied duties of the position of Executive Director of Special Education and Student Services as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the New Bedford Public Schools.

5. **LICENSE/CERTIFICATE**

The Executive Director of Special Education and Student Services shall be required to maintain throughout the course of employment under this Contract a valid and appropriate license/certification qualifying the Executive Director of Special Education and Student Services to serve as a public school Executive Director of Special Education and Student Services in the Commonwealth of Massachusetts and shall provide the Superintendent with a copy of such license/certification. The Executive Director of Special Education and Student Services shall notify the Superintendent within twenty (24) hours of having the Executive Director of Special Education and Student Services' license/certification being suspended, expired and/or revoked.

6. **BENEFITS**

The Executive Director of Special Education and Student Services shall receive benefits provided for in School Committee policy. The School Committee may change these benefits from time to time in its sole discretion.

The Executive Director of Special Education and Student Services shall be eligible to subscribe to one of the health insurance plans generally available to other employees in the New Bedford Public Schools at the same premium contribution rate(s) generally in effect for other non-unionized administrators in the NBPS. The Executive Director of Special Education and Student Services 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 the City of New Bedford.

7. **PROFESSIONAL GROWTH**

The Superintendent, in his sole discretion, may grant the Executive Director of Special Education and Student Services professional day leave for the purpose of attending educational conventions, professional meetings, training institutes and other activities which have a demonstrable relationship to the improvement of professional skills, subject to budget limitations. Such approved professional leave shall be at the expense of the School Department subject to the submission of detailed expense vouchers to the Superintendent or his designee and subject to any limitation established by the Superintendent or School Committee policy. The Executive Director of Special Education and Student Services is encouraged to subscribe for membership within Education Leadership/Special Education organizations subject to prior approval of the Superintendent.

The Superintendent, in their sole discretion, may approve reimbursement for college/university courses to be taken by the Executive Director of Special Education and Student Services each Contract year. Reimbursement will be made for 50% of the cost of the course, not to exceed \$700.00 for any course approved in advance by the Superintendent or designee and which, in discretion of the Superintendent or designee, is directly related to the Executive Director of Special Education and Student Services' job responsibilities. Reimbursement shall be contingent upon the advanced approval of the Superintendent or designee, completion of the course, proof of payment, submission of final grade and official transcripts to Human Capital Services. In no event will a grade lower than a "B" or a "3.0" shall be eligible for reimbursement. Course reimbursement is only available for college credits and not CEU's.

8. **VACATION**

The Executive Director of Special Education and Student Services shall be entitled to twenty-five (25) vacation days earned ratably throughout the Contract year at the rate of 2.08 days per month worked. The Executive Director of Special Education and Student Services acknowledges that the district encourages Executive Director of Special Education and Student Services to utilize vacation time in the existing Contract Year and agrees to make best efforts to do so. Upon the termination of the Executive Director of Special Education and Student Services' employment, whether by retirement, resignation, dismissal, or non-renewal of employment, the Executive Director of Special Education and Student Services will be paid the value of all unused, accrued vacation days at a per diem rate of 1/520 of annual salary for each such day. If the Executive Director of Special Education and Student Services' employment terminates before June 30 of a Contract Year, the Executive Director of Special Education and Student Services shall be entitled to a pro rata payment for such unused, accrued days.

The Executive Director of Special Education and Student Services ordinarily should request to take vacation days when school is not in session, but may request vacation days at other times, the decision on which shall be made by the Superintendent in his sole discretion and based on his assessment of school needs. The Executive Director of Special Education and Student Services shall not request vacation (1) for five (5) days following the conclusion of the school year or (2) after the 2<sup>nd</sup> week in August. This requirement may be waived by the Superintendent in his discretion when special circumstances warrant. In order to take accrued vacation days, the Executive Director of Special Education and Student Services shall request approval from the Superintendent or his designee at least five (5) working days in advance of the requested vacation dates, in writing.

9. **HOLIDAYS**

The Executive Director of Special Education and Student Services shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. A holiday occurring on a Saturday will be observed on the preceding day, if school is not in session. A holiday falling on a Sunday will be observed on the following Monday. A session-less Friday following a Thursday holiday will be deemed a paid holiday.

10. **PERSONAL LEAVE**

The Executive Director of Special Education and Student Services 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, household or family matters which require the Executive Director of Special Education and Student Services' absence during work hours and which cannot otherwise be scheduled outside of the work day.

Written notice of intention to take this leave shall be filed with the Superintendent at least one (1) week in advance with the reason for taking such leave. Exceptions to the application of this provision may be made where the one (1) week advance notice would be either a hardship or an impossibility.

11. **SICK LEAVE**

The Executive Director of Special Education and Student Services shall be entitled to fifteen (15) sick leave days with pay per Contract Year earned ratably throughout the Contract year at the rate of 1.25 days per month worked to cover absences for disability through illness or injury. Such sick leave may accumulate to a maximum of two hundred twenty (220) days.

A medical certificate, signed by a duly licensed physician, may be required for all absences exceeding five (5) consecutive days or at the request of the Superintendent.

12. **BEREAVEMENT LEAVE**

In the event of a death in the immediate family of the Executive Director of Special Education and Student Services, the Executive Director of Special Education and Student Services will be granted leave with pay for five (5) work days, commencing with the day after death. "Immediate family" of the Executive Director of Special Education and Student Services is defined as a spouse, child, parent, sibling, and/or relative that resides in the same household, or other person residing in the same household for the previous twelve (12) months.

In the event of a death in the members of family of the Executive Director of Special Education and Student Services, the Executive Director of Special Education and Student Services will be granted leave with pay for three (3) work days, commencing with the day after death. "Members of family" of the Executive Director of Special Education and Student Services is defined as a parent in law, sibling in law, and/or grandparent.

At the discretion of the Executive Director of Special Education and Student Services shall be granted one (1)

day or more of bereavement leave to attend a funeral or memorial service for a member of the Executive Director of Special Education and Student Services' family not included in the definition of immediate family. The Executive Director of Special Education and Student Services shall comply with the procedures for use of bereavement leave as determined by the Superintendent.

Given that the Executive Director of Special Education and Student Services may need to travel extensive distance for immediate family members' funerals or memorial services, the Superintendent will allow additional bereavement time as needed.

**13. EVALUATION**

The Superintendent or his designee shall evaluate the Executive Director of Special Education and Student Services' performance each Contract Year in accordance with the provisions and requirements of G.L. c. 71 and applicable regulations.

**14. EARLY TERMINATION**

a. Early Termination By the Executive Director of Special Education and Student Services

In the event the Executive Director of Special Education and Student Services desires to terminate this Contract before the term of this Contract shall have expired, the Executive Director of Special Education and Student Services may do so by providing notice as follows. In the event the Executive Director of Special Education and Student Services desires to terminate the position after the commencement of a Contract Year, the Executive Director of Special Education and Student Services may do so by providing at least seventy-five (75) work days' written notice of intent to the Superintendent. The Executive Director of Special Education and Student Services may request to use any unused, accrued vacation days prior to separation from employment and/or the Superintendent, in his discretion, may schedule the Executive Director of Special Education and Student Services for vacation days prior to the final day of employment. If the Executive Director of Special Education and Student Services' employment terminates prior to the expiration of the term of this Contract, all remuneration, including but not limited to all salary/compensation and benefits provided by this Contract, shall cease as of the effective date of such termination.

b. By the Superintendent with Good Cause:

In lieu of exercising his right under Section 14.b. of this Contract, the Superintendent may suspend the Executive Director of Special Education and Student Services and/or may terminate the Executive Director of Special Education and Student Services' employment and this Contract during the term of this Contract for insubordination, incompetency, inefficiency, conduct unbecoming an employee, neglect of duty, or other good cause. "Good cause" herein shall be defined as any ground put forth by the Superintendent in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the sound operation of the school or school system or the task of building and maintaining an efficient school system. If the Superintendent intends to dismiss the Executive Director of Special Education and Student Services prior to expiration of the term of this Contract, the Superintendent shall provide the Executive Director of Special Education and Student Services with written notice stating his intent to dismiss the Executive Director of Special Education and Student Services with an explanation of the grounds for such dismissal. If the Executive Director of Special Education and Student Services so requests, the Executive Director of Special Education and Student

Services shall be given a reasonable opportunity within fifteen (15) calendar days after receiving such notice to review the decision with the Superintendent, and the Executive Director of Special Education and Student Services may be represented by legal counsel or other representation of the Executive Director of Special Education and Student Services' choosing at the Executive Director of Special Education and Student Services' own expense at such a meeting. At such a meeting, the Executive Director of Special Education and Student Services shall have the right to present information pertaining to the basis for the decision and to the Executive Director of Special Education and Student Services' status. There shall be no right to present witnesses and no right to confront or cross-examine witnesses. The Executive Director of Special Education and Student Services' rights to appeal a termination are pursuant to M.G.L. c. 71, § 41. The Executive Director of Special Education and Student Services may request to use any unused, accrued vacation days prior to separation from employment and/or the Superintendent, in his discretion, may schedule the Executive Director of Special Education and Student Services for vacation days prior to the final day of employment. If the Executive Director of Special Education and Student Services' employment terminates prior to the expiration of the term of this Contract, all remuneration, including but not limited to all salary/compensation and benefits provided by this Contract, shall cease as of the effective date of such termination. (In the event of termination pursuant to this Section 14.c, there shall be no early termination payment). If the Executive Director of Special Education and Student Services is suspended, the Executive Director of Special Education and Student Services shall not be entitled to receive and shall not receive any salary/compensation for the period of such suspension.

c. Reduction in Force

The Superintendent may layoff or demote the Executive Director of Special Education and Student Services in the event of the closing of the school, reorganization, reduction in force, or lack of funds. In the event that the Executive Director of Special Education and Student Services is laid off, this Contract shall terminate and the NBPS shall not be required to pay, and the Executive Director of Special Education and Student Services shall not be entitled to receive salary payments and benefits payable after the effective date of the Executive Director of Special Education and Student Services' layoff. In the event that the Executive Director of Special Education and Student Services is demoted, this Contract shall terminate and the NBPS shall not be required to pay, and the Executive Director of Special Education and Student Services shall not be entitled to receive salary payments and benefits pursuant to this Contract after the effective date of the Executive Director of Special Education and Student Services' demotion, and the demoted Executive Director of Special Education and Student Services shall receive the compensation and benefits for the position to which the Executive Director of Special Education and Student Services has been demoted.

15. **ENTIRE AGREEMENT**

This Contract embodies the whole agreement between the NBPS and the Executive Director of Special Education and Student Services 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, amended, or supplemented in any way or to any extent except in a writing which is mutually agreed to and executed by both parties.

16. **SEVERABILITY**

It is understood and agreed by the parties that if any part, term or provision of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the



validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

**17. NOTICES**

All notices required under this Contract shall be delivered as follows:

- a. Notices from the Superintendent shall be delivered to the Executive Director of Special Education and Student Services by hand delivery and/or by certified mail to the address of the Executive Director of Special Education and Student Services' residence in the records of the NBPS;
- b. Notices from the Executive Director of Special Education and Student Services shall be delivered to the Superintendent's office by hand delivery and/or by certified mail to New Bedford Public Schools 455 County Street Room 143 New Bedford, MA 02740.

**18. GOVERNING LAW**

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

**19. DUPLICATE ORIGINALS**

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this EMPLOYMENT CONTRACT and a duplicate thereof this \_\_\_\_ day of March, 2020.

For the NEW BEDFORD PUBLIC SCHOOLS

By \_\_\_\_\_  
Thomas Anderson  
Superintendent of Schools

By \_\_\_\_\_  
Sandra Ford

By School Committee

\_\_\_\_\_  
Mayor Jonathan F. Mitchell  
Chairperson, Ex-officio

\_\_\_\_\_  
Bruce Oliveira  
Vice Chairperson

\_\_\_\_\_  
Joshua Amaral  
School Committee Member

\_\_\_\_\_  
Christopher Cotter  
School Committee Member

\_\_\_\_\_  
Colleen Dawicki  
School Committee Member

\_\_\_\_\_  
Joaquim Livramento  
School Committee Member

\_\_\_\_\_  
John Oliveira  
School Committee Member

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW BEDFORD EDUCATORS ASSOCIATION – UNIT B

AND

THE NEW BEDFORD SCHOOL COMMITTEE

January 30, 2020

WHEREAS, Jacobs Elementary School is working under a grant under the Massachusetts 21st Century Community Learning Centers-Supporting Additional Learning Time;

WHEREAS, the New Bedford School Committee (“Committee”) and the New Bedford Educators Association – Unit B (“Association”) have negotiated changes in terms and conditions of employment for employees represented by the Association at Jacobs Elementary School;

NOW THEREFORE, the Committee and the Association collectively referred to as the “parties”, hereby agree as follows:

1. The Collective Bargaining Agreement between the Committee and the Association shall be modified only as specifically provided herein and such modification shall apply to employees and positions at Jacobs Elementary School. Current contract language prevails unless otherwise amended in this MOA.
2. Work Day/Work Year for Unit B members in Jacobs Elementary School
  - A. Effective with the start of the 2019-2020 work year, the work day for Unit B members at Jacobs Elementary School shall be nine (9) hours per day on the 180 student instructional days; The remaining 19 work days will require an eight (8) hour work day. .
3. Compensation: Unit B members shall be paid a stipend of five thousand, five hundred (\$5,500.00) dollars for the additional time.
4. Duration: Unless the parties agree otherwise, when the grant under the Massachusetts 21st Century Community Learning Centers-Supporting Additional Learning Time expires this MOA shall sunset. If a partial grant is approved the parties will agree to negotiate the impact over the new parameters.
5. This Memorandum of Agreement is subject to ratification by the Association membership at Jacobs Elementary School (Unit B) and the approval of the New Bedford School Committee.

New Bedford School Committee Chair

New Bedford Educators Association

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE NEW BEDFORD SCHOOL COMMITTEE

AND

THOMAS ANDERSON

This Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the New Bedford School Committee (hereinafter referred to as "the Committee") and Thomas Anderson (hereinafter referred to as "the Superintendent" or "Mr. Anderson"). This AGREEMENT will be effective as of July 1, 2018. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ Mr. Anderson as Superintendent of the New Bedford Public Schools, and Mr. Anderson accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: Mr. Anderson shall be employed as the Superintendent of the New Bedford Public Schools for three (3) years, from July 1, 2018 through June 30, 2021, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2020, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2021. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2021. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire and the Superintendent's employment will end on June 30, 2021.

3. COMPENSATION: The Superintendent will be paid in accordance with the following schedule:

<u>Contract Year</u>	<u>Base Salary</u>
July 1, 2018-June 30, 2019	\$205,000.
July 1, 2019-June 30, 2020	\$207,000.
July 1, 2020-June 30, 2021	\$210,000.

The Superintendent's Base 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 Base Salary shall be earned ratably in each of the Contract Years (July 1, 2018-June 30, 2019; July 1, 2019-June 30, 2020; and July 1, 2020-June 30, 2021) and shall be prorated for work of less than a full Contract Year. The Superintendent's base salary

shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the New Bedford Public Schools.

**4. WORK YEAR AND LEAVE BENEFITS:**

4.1 Work Year: The work year for the Superintendent is twelve months commencing July 1<sup>st</sup> of each Contract Year and ending the following June 30<sup>th</sup>. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent for the New Bedford Public Schools.

4.2 Vacation Leave: For the first Contract Year (July 1, 2018- June 30, 2019), the Superintendent shall be entitled to 20 vacation days per Contract Year earned at the rate of 1.66 days per month commencing July 1, 2018. Commencing July 1, 2019, the Superintendent shall be entitled to 25 vacation days per Contract Year earned at the rate of 2.083 days per month. The Superintendent is expected to use his vacation days within the Contract Year they are accrued; vacation days shall not carry over into a subsequent Contract Year(s). The Superintendent will notify the Chair of the Committee in writing in advance of his intent to use vacation days.

4.3 Sick Leave: On July 1, 2018, the Superintendent shall have 9 sick leave days and on January 1, 2019 the Superintendent shall commence accruing sick leave at the rate of 1.5 days per month for a total of eighteen (18) days per Contract Year. Such days may be used when the Superintendent is incapacitated from the performance of his duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding Contract Years not to exceed one hundred fifty (150) days. The Superintendent shall not be entitled to redeem sick leave days or participate in any employee "sick day buy-back program" upon the conclusion of his employment.

4.4 Holidays: The Superintendent shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Patriots' Day	Friday after Thanksgiving
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day

4.5 Personal Leave: The Committee may grant the Superintendent up to three (3) personal leave days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's work day or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year.

4.6 Bereavement Leave: The Superintendent may take up to five (5) work days as bereavement leave with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's spouse, child, parent, sibling, mother-in-law,

father-in-law, grandparent, or grandchild. The Superintendent may take up to three (3) work days as bereavement leave with pay to attend the funeral/memorial service for the Superintendent's sister in-law, brother in-law, nephew, niece, aunt or uncle. The Superintendent may also be granted a leave of absence for periods not in excess of two (2) days in the event of the death of a non-relative.

#### **5. MILEAGE ALLOWANCE, REIMBURSEMENT FOR EXPENSES, AND PROFESSIONAL ENGAGEMENTS:**

5.1 Mileage Allowance: The Committee shall provide the Superintendent with a mileage allowance of \$1,500 per Contract Year, payable in two equal installments of \$750 in July and January of each Contract Year. Such mileage allowance is in lieu of reimbursement for all mileage expenses.

5.2 Reimbursement for Expenses: The Superintendent may participate in professional conferences and workshops to continually improve his practice as a Superintendent. Except for mileage expenses, the Committee shall reimburse the Superintendent for all job-related expenses reasonably incurred in the performance of his duties under this Contract including national, state, and local dues for memberships (e.g. Massachusetts Association for School Superintendents, MASS, Urban Superintendents' Network, etc.). The Committee shall reimburse the Superintendent for attendance, travel (excluding mileage), lodging, and registration expenses for out-of-state professional conferences and workshops that will benefit the Superintendent's professional growth. The Superintendent shall submit requests for out-of-state travel to the Committee Chair in advance for approval. Expense vouchers for such expenses will be submitted by the Superintendent and shall be signed by the Chair of the School Committee. The Superintendent, in accordance with Committee policy and procedures, shall submit receipts for reimbursable expenses within 30 calendar days of incurring such expenses

5.3 Professional Engagements: The Superintendent may accept speaking, writing, lecturing, consulting, or other engagements of a professional nature for his own benefit, provided they do not derogate or detract from his ability to fulfill his duties and responsibilities as Superintendent. Such activities which are for the Superintendent's own benefit and which require the Superintendent's absences from New Bedford during work hours shall be undertaken only with the prior approval of the Chair.

#### **6. INSURANCE:**

6.1 Insurance: The Superintendent shall be entitled to all insurance benefits including but not limited to life insurance and health insurance provided to other professional employees of the New Bedford School District, subject to the terms and conditions of said coverage. The Superintendent recognizes that the New Bedford School Committee and the City of New Bedford may change such terms and conditions and such insurance from time to time.

6.2 Long-term Disability Insurance: The Committee shall reimburse the Superintendent up to one thousand dollars (\$1,000) per Contract Year for premiums paid by the Superintendent

on any Long-Term Disability Insurance Policy purchased by the Superintendent insuring the Superintendent during the Contract Year.

7. **DUTIES:** The Superintendent shall have charge of the administration of the New Bedford Public Schools consistent with law and Committee policies and directives. He shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the New Bedford Public Schools consistent with law and Committee policy. He shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. Consistent with School Committee policies and directives, he 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. He shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the New Bedford School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to his own employment and/or this AGREEMENT are under consideration. He 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 and in accordance with the policies and directives of the Committee, as they may be promulgated or modified from time to time.

8. **PERFORMANCE EVALUATION AND PERFORMANCE RECOGNITION PLAN:**

8.1 Performance Evaluation: The Committee shall devote at least a portion of one meeting before June 30<sup>th</sup> of each Contract Year to an evaluation of the Superintendent's performance and working relationship with the Committee. This performance evaluation shall be based upon performance criteria developed by the Committee with input from the Superintendent. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that his evaluations will be conducted in an open session meeting of the Committee.

8.2 Performance Recognition Plan: In addition to the base salary provided for in paragraph 3.1 of this AGREEMENT, the Superintendent shall be eligible to receive Performance Recognition Pay ("PRP") up to a maximum set in the following PRP Schedule, based upon the Superintendent's attainment of specific performance objectives for the contract year:

**PRP SCHEDULE**

<u>Attainment of Performance Objectives for Contract Year</u>	<u>Maximum PRP that May be Granted</u>	<u>PRP Payment Date</u>
July 1, 2018- June 30, 2019	up to a maximum of \$1,500.	July 2019
July 1, 2019- June 30, 2020	up to a maximum of \$2,000.	July 2020
July 1, 2020- June 30, 2021	up to a maximum of \$2,500.	on or about June 30, 2021

Such Performance Recognition Pay, if any, shall be paid out in a lump sum in accordance with the above PRP Payment Date schedule, and the PRP shall not be included in or added to the



Superintendent's Base Salary. The PRP is subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The determination as to whether, and if so, to what extent and degree the Superintendent has achieved the performance objectives in a given Contract Year, as well as the determination as to whether to grant such Performance Recognition Pay and in what amount, shall be made by the School Committee in the exercise of its sole discretion. The first time the Superintendent may be considered for PRP is in or about July of 2019 for his performance in the July 1, 2018 through June 30, 2019 Contract Year with PRP granted, if any, in July of 2019.

9. LICENSE: The Superintendent hereby represents to the Committee that he is currently licensed to serve as 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 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 24 hours of his license being revoked, rescinded, suspended, or lapsed.

10. PROFESSIONAL ACTIVITIES AND CONSULTING:

10.1 Professional Activities: The Superintendent shall devote his full-time, attention, and energy to the business of the New Bedford Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, 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 professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 10.1.

10.2 Consulting/Teaching: The Superintendent may engage in professional consulting work or college/university teaching provided that such consulting work and/or teaching does not interfere with or detract from her/his work as Superintendent for the New Bedford Public Schools and provided that the Superintendent has obtained prior authorization from the

Committee to engage in such consulting work and/or teaching and uses his vacation leave to cover his absences, if any, for such consulting and/or teaching work. The Committee shall not reimburse the Superintendent for any expenses associated with such consulting work and/or teaching.

#### 11. INDEMNIFICATION:

11.1 The Superintendent will be covered by the indemnification provisions of Chapter 258 of the Massachusetts General Laws.

11.2 The Superintendent shall, within four (4) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

#### 12. TERMINATION OF EMPLOYMENT AGREEMENT:

##### 12.1 By the Committee with Cause:

During the term of this AGREEMENT, the Committee may suspend the Superintendent from his position as superintendent and/or may terminate his employment and this Employment AGREEMENT for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against him, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within ten (10) 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 conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have his legal counsel present to advise him. 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. In the event of termination pursuant to this paragraph, 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 his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

##### 12.2 Early Termination Provision:

The Committee may terminate this Employment AGREEMENT and the Superintendent's employment at any time by providing the Superintendent with at least one hundred twenty (120) calendar days written notice and paying the Superintendent an early termination payment of ninety thousand dollars (\$90,000.00) 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 early termination payment provided for in this paragraph 12.2 is not applicable to terminations pursuant to paragraphs 12.1, 12.3, and 12.4.) The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

#### 12.3 For Disability:

Subject to applicable law, if the Superintendent is absent from work because of a disability for more than one hundred (100) calendar days, the Committee shall have the option of terminating his employment and this Employment AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this Employment AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

#### 12.4 By the Superintendent:

The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible but no less than one hundred twenty calendar (120) days advance notice. In the event of termination pursuant to this paragraph, 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 the Superintendent's resignation. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

13. 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 certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

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

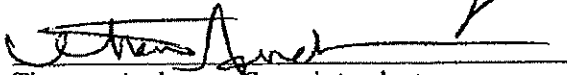
15. SEVERABILITY: If any term(s) or provision(s) of this AGREEMENT are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid

and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

16. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

17. COUNTERPARTS: This AGREEMENT shall 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.

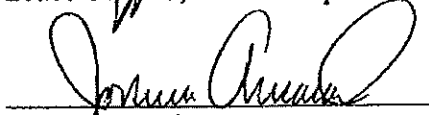
IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 1st day of May, 2018.


  
Thomas Anderson, Superintendent


ON BEHALF OF THE NEW BEDFORD SCHOOL COMMITTEE BY:

  
Jonathan Mitchell, Chairperson  
New Bedford School Committee

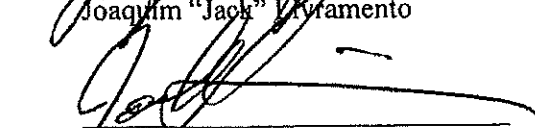
  
Bruce Oliveira, Vice Chairperson

  
Joshua Amaral

  
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John Oliveira