

STATE OF VERMONT)
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)
CITY OF BURLINGTON) PROFESSIONAL EMPLOYMENT
) CONTRACT BETWEEN THE BOARD
) OF SCHOOL COMMISSIONERS AND
) THOMAS P. FLANAGAN JR.

This contract of employment (Contract) is made and entered into this 12th day of March, 2020, and effective as of July 1, 2020, by and between the City of Burlington, Vermont School District (hereinafter referred to as either “the Board” or “the District”) and Thomas P. Flanagan Jr., currently of Providence, Rhode Island (hereinafter referred to as “Superintendent”).

WHEREAS, the Board desires to appoint Superintendent as its Superintendent of Schools and provide Superintendent with a written Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and Superintendent believe that a Contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their respective duties and responsibilities in the operation of the schools of Burlington, Vermont;

NOW, THEREFORE, the Board and Superintendent, for good and valuable consideration herein specified, agree as follows:

1. APPOINTMENT AND TERM

1.1 The Board hereby appoints and Superintendent hereby accepts the appointment as Superintendent of Schools for the District for a term of two (2) years commencing July 1, 2020 and ending June 30, 2022 unless extended in accordance with Section 1.2 hereof.

1.2 It is further agreed that this Contract shall be extended for successive periods of one (1) year unless either of the following events occurs:

1.2.1 A vote of the Board is taken and notice in writing of said vote is sent to Superintendent by October 31 2021, or by October 31 of any subsequent year, notifying Superintendent of the Board’s intent to terminate the Contract upon the expiration of the original two-year term or any additional one-year extension of such term, or

1.2.2 Superintendent notifies the Board in writing prior to December 31, 2021 that he intends to terminate the Contract upon the expiration of its original two-year term on June 30, 2022, or as of December 31 of any subsequent year with respect a termination date of June 30 of any such extended contract year.

1.3 In the even that either the Board or Superintendent elects not to extend the Contract pursuant to Sub-Sections 1.2.1 or 1.2.2, it is expected that Superintendent will continue to carry out the duties of the position for the balance of the Contract in a professional manner consistent

with the needs and expectations of the District. Failure to do so may serve as the basis for termination of the Contract for cause pursuant to Paragraph 8.2 below.

2. CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

2.1 Superintendent will present to the Board on or before July 1, 2020 as a precondition of the effectiveness of this Contract, and shall maintain throughout the life of this Contract as a continuing requirement for serving as Superintendent, a valid and appropriate license/certification to act as Superintendent of Schools in the State of Vermont, and shall also satisfy any other qualifications for such service imposed by state and federal law, including the Burlington City Charter and District policy.

2.2 Superintendent shall be responsible for exercising the authority of school superintendents under the laws of the State of Vermont and the City of Burlington. As such, Superintendent shall have charge of the administration of the District as chief executive officer subject to the policy direction of the Board. Superintendent shall select all licensed professional staff subject to the approval of the Board, and shall select, organize and assign all other District personnel in a manner that best serves the District. Superintendent shall oversee the instructional programs and business affairs of the District; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the District; and in general perform all duties incident to the office of Superintendent of Schools as prescribed by law and by the Board from time to time.

2.3 Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serving as an ex officio member and providing administrative recommendations on each item of business considered, except as otherwise provided herein. The Board may only meet in executive session without the Superintendent or his representative for the purpose of discussing the Superintendent's evaluation, compensation, and/or Board and Superintendent relations, or for the purpose of preparing for teacher or administrator negotiations following receipt of the Superintendent's recommendations concerning such matters.

2.4 The Board and its individual members shall promptly refer all substantive criticisms, complaints, and suggestions called to the Board's attention to Superintendent for study and appropriate action, and Superintendent shall investigate such matters, or cause such matters to be investigated to the extent necessary and/or appropriate, and shall inform the Board of the results of any such investigations. Requests for substantive information by the Board shall be made to Superintendent and not to other individual members of the District's staff.

2.5 Superintendent agrees to devote his working time, skill, labor, and attention to said employment for the duration of this Contract. The District shall reimburse Superintendent for reasonable business-related travel expenses, and for expenses incurred while attending conferences authorized and budgeted for by the Board which Superintendent believes are necessary to maintain and improve appropriate skills as Superintendent.

2.6 The Board also encourages, subject to its budgetary limitations, the continuing professional growth of Superintendent through participation in (a) the operations, programs, and

other activities conducted or sponsored by local, state, and national school administrator and school board associations; (b) seminars and courses offered by public or private educational institutions; and (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform professional responsibilities for the Board.

2.7 The Board shall permit a reasonable amount of released time for Superintendent to participate in such opportunities and pay for the necessary fees for travel and subsistence expenses up to a maximum amount as budgeted by the Board.

2.8 Superintendent acknowledges his awareness of the legal requirement per the Burlington, Vermont City Charter that he reside within the corporate limits of the City as a condition of employment unless such requirement is temporarily waived by the Burlington City Council on the basis of a demonstrated hardship.

3. COMPENSATION

3.1 The Board shall pay Superintendent an annual salary in twenty-six (26) equal installments.

3.1.1 For the period of July 1, 2020 through June 30, 2021, Superintendent's annual salary shall be One Hundred Seventy Thousand (\$170,000) dollars.

3.1.2 For the period of July 1, 2021 through June 30, 2022, and succeeding years, the Superintendent's annual salary shall be increased for the new contract year by the percentage increase equal to the increase in the United States Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers (CPI-U) for the period of April 1 to March 31 of each such year preceding the start of the new contract year on July 1, but in no case shall any annual increase be in excess of three (3%) percent unless otherwise negotiated by the parties hereto. Any adjustments in salary other than those specified herein shall be in the form of a written amendment to this Contract executed by both parties hereto.

3.1.3 The Board may additionally, and at its sole discretion, provide a bonus payment to Superintendent for any year during the term of this Contract based on exemplary performance by Superintendent in the judgment of the Board. However, no such bonus payment shall be considered a portion of the Superintendent's salary for the calculation of any increase for a future year.

4. BENEFITS

4.1 Superintendent shall be entitled to the following fringe benefits:

4.1.1 Health Insurance: The Board shall provide Superintendent with the health insurance program at the same level of employee financial participation as offered to licensed teachers and administrators under the state-wide health-care statute for educational employees. Superintendent shall also be entitled to the same dental insurance and the same payment opportunity for not

utilizing the District's health insurance program as is made available to the District's managerial employees who are exempt from representation by a certified bargaining unit and subject to the District's procedures, as the same are amended from time to time. Should Superintendent choose a more expensive health plan, the additional expense thereof shall be at the sole expense of Superintendent.

4.1.2 Life Insurance: The Board shall provide Superintendent with a term life insurance policy with Horace Mann Life (or a comparable Insurer) in the amount of One Hundred and Seventy Thousand (\$170,000) Dollars.

4.1.3 Vacation and Holiday Leave: Superintendent shall be entitled to twenty (20) days of vacation annually, exclusive of the thirteen (13) holidays recognized by the District. (The Board and Superintendent may agree that a designated amount of unused vacation leave from a particular year(s) may be rolled-over to a succeeding year. As earned compensation, any accrued vacation days not used prior to the termination of the Contract shall be paid at the per diem rate in effect at that time.

4.1.4 Sick Leave: Superintendent shall be entitled to twenty (20) days of sick leave annually. Unused sick leave days from a particular year may be rolled over into a subsequent year to a maximum accumulation of one hundred twenty (120) days. However, sick leave days not used prior to the termination of this Contract shall be forfeited.

4.1.5 Personal Leave: Superintendent shall be entitled to four (4) personal days per year to be used to conduct personal business which cannot reasonably be accomplished at any other time. Unused personal days shall not accumulate from year to year, and personal leave days not used prior to the termination of this Contract shall be forfeited.

5. REIMBURSEMENT OF WORK-RELATED EXPENSES

5.1 The District shall pay Superintendent's dues to the American Association of School Administrators, the Vermont Superintendents Association and, to the extent the funds therefor are budgeted by the Board, any other professional group membership which Superintendent reasonably believes is necessary to maintain and improve professional skills.

5.2 The Board shall further pay or reimburse Superintendent for reasonable expenses incurred by Superintendent in the continuing performance of Superintendent's duties under this Contract, as provided in and limited by the District budget.

5.3 The Board shall reimburse Superintendent for the use of his personal vehicle on District business at the rate per mile paid by the State of Vermont as of September 1 of each year.

5.4 The Board shall reimburse Superintendent for the reasonable expenses associated with operating a cell phone used primarily to carry out the duties of Superintendent. Superintendent shall be responsible for selecting the most cost-effective voice and data plan necessary to efficiently carry out such responsibilities. In this context, Superintendent is advised that any

records generated may be subject to disclosure under Vermont's Access to Public Records Law. Such cell phone shall be solely for the use of Superintendent.

5.5 The Board shall provide Superintendent with a laptop or tablet computer as Superintendent may choose to assist in the performance of Superintendent's duties which shall be and remain the property of the District upon the termination of this Contract. Such laptop or tablet shall be solely for the use of Superintendent.

5.6 The Board shall reimburse Superintendent for up to ten thousand (\$10,000) dollars for moving expenses actually incurred in the relocation of Superintendent and his family from Providence, Rhode Island to Burlington, Vermont.

6. PROFESSIONAL LIABILITY

6.1 The District shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual or official capacity as an agent/employee of the District, provided the incident or occurrence giving rise to the claim or action took place while Superintendent was acting within the scope of Superintendent's employment. In no case shall Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings.

7. EVALUATION

7.1 The Board and Superintendent shall meet at any time the Board may request for the purpose of providing constructive feedback to Superintendent. Additionally, at least once annually prior to the last day of March the Board will provide Superintendent with a formal evaluation of Superintendent's performance during such contract year. The evaluation shall also provide opportunity for pertinent commentary and observations by Superintendent. The criteria for the annual evaluation shall be formally determined by the Board after discussion with Superintendent no later than December 1 of each contract year. The evaluation may also include opportunity for commentary from other appropriate school officials of the District.

7.2 As soon as practicable following April 1 of each contract year, the Board will, following opportunity for input from Superintendent, set Board priorities for the District and work with Superintendent to identify performance goals for the following school year based upon those priorities by mid-May, but in no event later than two (2) weeks before the regularly scheduled June Board meeting.

7.3 In conducting its formal evaluation of Superintendent in March, the Board shall be responsible to deliver a written evaluation that, at a minimum, shall address each of the specific evaluation criteria and the Superintendent's annual performance goals. The Board may also choose to include input from a variety of stakeholders. The Board may use a survey tool designed to assess Superintendent's achievement of the delineated evaluation criteria and performance goals.

8. TERMINATION

8.1 Resignation

8.1.1 If Superintendent should at any time elect to resign the position, Superintendent agrees to provide the Board not less than ninety (90) days prior written notice of such resignation. After ninety (90) days following the delivery of such notice to the Board in accordance with the notice provisions of this Contract, this Contract and all rights and obligations created hereunder shall terminate upon the effective date of such resignation. Such written resignation shall become effective on the 90th day after its delivery to the Board and shall become final. Without regard to whether it was accepted or not by the Board, such written resignation may not be withdrawn or revoked by Superintendent during such 90 day notice period and until its effective date without the written consent of the Board.

8.1.2 Termination for Cause

8.2.1 The Board may terminate this contract for cause as follows:

8.2.2 If Superintendent fails, neglects, or refuses to come to work and/or carry out the duties of Superintendent of Schools, although in good health;

8.2.3 If Superintendent is convicted of a crime that is classified a felony under federal or Vermont law;

8.2.4 If Superintendent engages in conduct which is prejudicial to the District, including but not limited to unprofessional conduct, neglect of duty, inefficiency, or incompetency; or

8.2.5 If Superintendent fails to adequately address performance deficiencies of which Superintendent was duly notified by the Board during the evaluation process described in this Contract.

8.2.6 Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board, in executive session, to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, Superintendent shall bear any costs therein involved. Following the meeting, Superintendent shall be provided notice, in writing, of the results of the meeting.

8.3 Termination Due to Disability

8.3.1 In the event of disability by illness or incapacity that precludes performance of the essential duties of Superintendent's position for a period of not less than ninety (90) continuous work days, or indefinitely into the future, the Board may terminate this Contract in conformity with the pertinent provisions of the Americans with Disabilities Act as amended, to the extent applicable, by written notice to Superintendent. Except for any notification which may be required by law, including but not limited to notice of COBRA rights, all obligations of the

District shall cease upon such termination. The Board retains the right to implement or not to implement this clause at its discretion.

8.3.2 If a question arises concerning the capacity of Superintendent to perform the essential duties of the position the Board may require Superintendent to submit to a medical examination, at District expense, to be performed by a certified physician of the Board's choice. The physician shall submit a report for review by the Board as to whether Superintendent is or will be capable of fully resuming the essential duties and responsibilities of the position within ninety (90) work days.

8.4 TERMINATION WITHOUT CAUSE

8.4.1 The Board may terminate the employment of Superintendent under this Contract without cause in its sole and exclusive discretion. In order to do so, however, the Board must pass a resolution by a two-thirds (2/3) vote of the full Board to terminate Superintendent's employment without cause at a regular or special School Board meeting. The Board shall give Superintendent fourteen (14) business days' advance written notice that it intends to consider the issue of termination of employment without cause at a regular or special meeting of the Board.

9. SEVERANCE PAY

9.1 Termination due to Resignation or Termination Without Cause

9.1.1 If this Contract is terminated for the reasons set forth in Paragraph 8.1 *et seq.* (resignation), all salaries, vacation leave, sick leave, and other emoluments and benefits which are or would be payable or accrue to Superintendent under this agreement shall terminate as of the effective date of the resignation. Appropriate payment for all legally due salary and benefits shall be made in a lump sum, less federal and state withholdings, within 15 days of such effective date.

9.1.2 If this Contract is terminated for the reasons set forth in Paragraph 8.4 *et seq.* (termination without cause), the District shall pay the Superintendent, upon the execution of a complete release satisfactory to the Board, all amounts due for salary and benefits as set forth above from the date of termination through the remainder of the current term of the contract. Such payment shall be made in a lump sum, less federal and state withholdings, within 15 days' time. Notwithstanding the foregoing, the Board shall be reimbursed on a dollar for dollar basis to the extent that Superintendent receives income from any other source of employment between the effective date of the termination and the termination date of this Contract.

9.2 If Superintendent's employment is terminated due to disability under Paragraph 8.3 *et seq.*, the District shall pay the Superintendent, upon the execution of a complete release satisfactory to the Board, all amounts due for salary and benefits as set forth above from the date of termination through the remainder of the current term of the Contract, less payments received through any applicable Workers Compensation program. Such payment shall be made in a lump sum, less federal and state withholdings, within 15 days' time.

9.3 In the event that Superintendent's employment is terminated for cause pursuant to the terms of Paragraph 8.2 *et seq.*, Superintendent shall not receive any severance pay, but shall be paid all amounts due under the contract through the date of termination.

9.4 For the purposes of calculating termination benefits, annual vacation leave shall be prorated on a per diem basis from the start of the contract year and unused days credited accordingly; in the event that Superintendent has taken more vacation days in the current contract year than have accrued prior to the date of termination, the excess shall be deducted from any applicable severance pay, beginning with previously accrued but unused vacation leave.

10. ADMINISTRATIVE LEAVE

10.1 At any time during the term of this Contract, if the Board deems it in the best interest of the District in order to conduct an inquiry or investigation, it may instruct the Board Chair to advise and then place Superintendent on administrative leave with full pay and benefits. Such administrative leave shall continue until the Board as a whole decides otherwise.

11. SAVINGS CLAUSE

11.1 If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under either federal or state law, the remainder of the Contract not affected by such ruling shall remain in full force and effect.

12. APPLICABLE LAW

12.1 This Contract shall be interpreted in accordance with the laws of the State of Vermont.

13. RESOLUTION OF DISPUTES

13.1 Should any dispute arise between the parties as to the application of any provision of this Contract, such dispute shall first be submitted to an impartial mediator selected by the parties or through the processes of the American Arbitration Association if the parties cannot agree on the selection of a mediator. If the dispute remains despite mediation, the dispute shall be resolved through final and binding arbitration under the labor and employment arbitration rules of the American Arbitration Association, including the process specified for selecting the arbitrator.

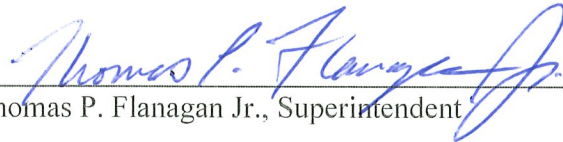
14. ACKNOWLEDGEMENT OF ARBITRATION

14.1 THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, WE UNDERSTAND THAT WE WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MIGHT ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, WE AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

IN WITNESS WHEREOF, the Board has caused this Contract to be executed on its behalf by its duly authorized Chairwoman and Superintendent has voluntarily executed this Contract to be effective on the day and year specified above.

By: _____
Chairwoman, Burlington School Board, Duly Authorized

Date: _____

By: 
Thomas P. Flanagan Jr., Superintendent

Date: 3.12.20

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