

## ASSISTANT SUPERINTENDENT OF FINANCE

This AGREEMENT made and entered into this 14<sup>th</sup> day of September, 2024, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE", and DEREK PINTO.

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

1. EMPLOYMENT: The COMMITTEE hereby employs DEREK PINTO as the ASSISTANT SUPERINTENDENT OF FINANCE/SCHOOL BUSINESS ADMINISTRATOR of the public schools of Lowell and DEREK PINTO hereby accepts employment on the following terms and conditions:

2. TERM: DEREK PINTO shall be employed for a period commencing September 16, 2024 through June 30, 2027.

DEREK PINTO shall not later than January 1, 2027 advise the Superintendent of Schools and the COMMITTEE by written notice whether he desires to negotiate a successor agreement. Failure to so notify the Superintendent of Schools and the COMMITTEE shall result in the expiration of this agreement on June 30, 2027 unless this agreement is otherwise terminated for cause as stated herein.

3. COMPENSATION:

a.) DEREK PINTO shall be paid an annual salary of One Hundred Eighty-Four Thousand and 00/100 (\$184,000.00) Dollars for the 2024-2025 fiscal year, payable in equal installments in accordance with the policy of the COMMITTEE governing payments of salary of other professional staff members in the school department.

b.) For each year of the contract DEREK PINTO shall receive a 2.50% raise effective on July 1 of each year. DEREK PINTO will first be eligible for such raise on July 1, 2025.

4. SEVERANCE CLAUSE: At the time of DEREK PINTO'S retirement, termination, resignation, non-renewal of contract, or death, he or his estate will receive 100% of all accrued vacation.

5. TERMINATION: In the event that DEREK PINTO desires to terminate this contract before the term of services shall have expired, he may do so if he gives at least sixty (60) days written notice of his intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation, otherwise, termination of employment shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.

6. DUTIES: DEREK PINTO shall perform faithfully to the best of his ability, the duties of School Business Administrator and ASSISTANT SUPERINTENDENT OF FINANCE/SCHOOL BUSINESS ADMINISTRATOR, as outlined in the attached exhibit marked "A." DEREK PINTO agrees that his duties may be expanded or changed over the term of the contract without additional compensation to include, but not limited to, supervision of food service, facilities, and/or transportation if such is recommended by the Superintendent and approved by the Lowell School Committee.
7. CERTIFICATE: DEREK PINTO shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as a School Business Administrator and an Assistant Superintendent/Superintendent in the Commonwealth of Massachusetts as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.
8. OTHER ACTIVITIES: DEREK PINTO may accept speaking, writing, lecturing, teaching, or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties, and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.
9. REIMBURSEMENT FOR EXPENSES: The COMMITTEE shall reimburse DEREK PINTO for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings. All expenses associated with toll and mileage reimbursements shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts. Said reimbursement shall not be construed as placing DEREK PINTO in the performance of his duties (i.e. acting within the scope of his employment, while traveling to and from work). During such travel time, his employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.
10. STATE RETIREMENT SYSTEM: DEREK PINTO shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.
11. FRINGE BENEFITS: DEREK PINTO shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The COMMITTEE and DEREK PINTO may agree or alter components of these benefits or to add benefits not currently available to professional personnel.



12. ANNUAL VACATION: DEREK PINTO shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or his estate) in the next pay period following resignation, retirement, non-renewal, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work. It is agreed that he will use at least 20 days of vacation for each year of the contract and then may opt to submit the balance of the 25 yearly vacation days for buyback at his per diem contractual rate of pay based on 260 workdays (i.e. submit up to 5 days for payment at the end of each school year). Additionally, after June 30, 2025, ASSISTANT SUPERINTENDENT OF FINANCE/SCHOOL BUSINESS ADMINISTRATOR shall not carry forward more than 5 vacation days into future work years before his yearly allocation of vacation days is added to his balance on July 1 of each year.

13. SICK LEAVE: DEREK PINTO shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of this contract and any extensions hereunder. His unused sick leave shall be cumulative. He shall be eligible for extended sick leave benefits as are presently available to administrators and as such benefits may be amended from time to time. Notwithstanding any provision to the contrary, DEREK PINTO will not receive any buy back for any unused sick days on his resignation, retirement, termination or death.

14. INDEMNIFICATION: The Committee hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

15. PERSONAL DAYS: DEREK PINTO shall be granted three (3) personal days per contract year. No accumulation of personal days exists under this agreement.

16. REIMBURSEMENT FOR GRADUATE COURSEWORK: Upon acceptance and enrollment of DEREK PINTO in an accredited Doctoral program of study, the School Committee shall provide payments to an institution within the Massachusetts public higher education system for up to two graduate courses per school calendar year within the approved program of study reviewed and approved by the Superintendent of Schools. The parties further agree that to be eligible for graduate reimbursement, DEREK PINTO shall complete the course and obtain a passing grade for each eligible graduate course for which he is seeking reimbursement.

17. PERFORMANCE:

(a) DEREK PINTO shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and DEREK PINTO in writing.

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

18. EVALUATION: DEREK PINTO shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool.

19. TEACHER ACADEMY INSTRUCTION: For each three credit graduate level course taught for the New Teacher Academy/Lowell Program for the City of Lowell School District, ASSISTANT SUPERINTENDENT OF FINANCE shall be paid a stipend of \$4,900.00 (with doctorate) upon completion of the course, or \$3,900.00 if he has not received a doctorate prior to the start date of the course.


20. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between the COMMITTEE and DEREK PINTO and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought.


21. INVALIDITY: If any paragraph or part of this AGREEMENT is invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

22. The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell, have been paid in full.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate and triplicate thereof, this 14<sup>th</sup> day of September in the year 2024.

APPROVED:

  
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William Skinner  
Superintendent

  
\_\_\_\_\_  
Derek Pinto

THE LOWELL SCHOOL COMMITTEE,

Esteen Del Rossi

Jaqueline Doherty

\_\_\_\_\_

[Signature]

Dominik Lay

APPROVED AS TO FORM:

[Signature]

Corey F. Williams  
City Solicitor



I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

*Daniel P. Smith*

\_\_\_\_\_  
Signature of Individual (Mandatory)

\_\_\_\_\_

\_\_\_\_\_  
Social Security #

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c62C s.49A.

## Lowell Public School District ASSISTANT SUPERINTENDENT OF FINANCE (2024)

### JOB POSTING

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#### **Job Details**

Posting ID

Title

Description

**2024**

#### **ASSISTANT SUPERINTENDENT OF FINANCE**

##### **JOB GOAL:**

To plan and administer the business affairs of the district in such a way as to provide the best possible educational service with the financial resources available.

##### **SUPERVISES:**

Business office personnel, assistant business manager, grants personnel, budget personnel, payroll personnel and other staff members that the Superintendent may designate.

##### **PERFORMANCE RESPONSIBILITIES:**

1. To supervise the financial affairs of the district, including handling of all funds, accounting and reporting procedures and long-range planning.
2. To work to maintain effective district-community relations and interpret the financial concerns of the district to the community.
3. To consult with Superintendent and other personnel on questions relating to the district's business and financial concerns.
4. To act as a liaison with the City's Chief Financial Officer and the City Auditor regarding matters of budget and expenditure monitoring and the preparation of financial reports.
5. To act as a liaison with the City's Chief Information Officer regarding effective application of the MUNIS financial, payroll and personnel functions to the School-Department's operations.
6. To implement a program of budget forecasting and control.
7. To act as advisor to the superintendent in the preparation of the school budget.
8. In consultation with the Superintendent, to develop and monitor long-rang plans related to finances.
9. To administer the management of all grants.
10. To administer and coordinate payroll operations.
11. To supervise his/her staff on a daily basis.
12. To prepare all bidding documents, including notice to bidders, instruction to bidders, specifications and form of proposal.
13. To develop and administer a program for purchasing supplies and equipment.
14. To maintain an up-to-date inventory of school property.
15. To manage the district's real estate and insurance program.
16. To perform additional duties as assigned by the Superintendent.

##### **REQUIREMENTS:**

1. A Master's Degree or higher, in business or a closely related field, from an accredited college or university.
2. Certification valid for service as School Business Administrator.
3. Licensure valid for services as a Superintendent in the Commonwealth of Massachusetts, or eligible for licensure as a Superintendent in the Commonwealth of Massachusetts, preferred.
4. Successful experience in finance and/or operations administration, including major responsibilities for budget development and monitoring, preferably in a school setting.
5. Strong organizational and interpersonal skills.
6. Strong analytical, writing and presentation skills.

**REPORTS TO:** Superintendent of Schools

**EFFECTIVE DATE OF EMPLOYMENT:** As soon as possible after posting closes

**TERMS OF EMPLOYMENT:** Twelve month position

SALARY: \$175,000 to \$195,000 annually (Dependent on years of relevant experience)

Shift Type	<b>Full-Time</b>	Salary Range	<b>\$175,000.00 to \$195,000.00</b>
Salary Code	<b>Per Year</b>	Job Category	<b>District Administrative</b>
External Job Application	<b>Certified Application</b>	Internal job Application	<b>Certified Application</b>
Location	<b>Central Office</b>	Posting Status	<b>Active</b>
Minimum Qualifications Screening	<b>Master's</b>		

**Job Application Timeframes**

Internal Start Date	General Start Date	<b>07/03/2024</b>
Internal End Date	General End Date	<b>07/24/2024</b>

**Job Pools**

Pool Name	Quantity	Requisition ID	Requisition Title
<b>Default</b>	<b>1</b>		

**Alternate Job Contact**

Name	Title
Location	Phone
Email	

**References**

Automatically Send Reference Check	<b>No</b>	Reference Check Form
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I believe ~~on~~ just started  
2nd year  
at Reading