

DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES

This AGREEMENT made and entered into this ____ day of February, 2019, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE," and JEANNINE M. DURKIN, hereinafter referred to as the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES.

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

1. EMPLOYMENT: The COMMITTEE hereby employs JEANNINE DURKIN as the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES of the public schools of Lowell and the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES hereby accepts employment on the following terms and conditions:

2. TERM: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be employed for a three-year period commencing July 1, 2018 through June 30, 2021.

The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall not later than January 1, 2021 advise the Superintendent of Schools and the COMMITTEE by written notice whether she 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, 2021 unless this agreement is otherwise terminated for cause as stated herein.

Upon receipt of timely notice from the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES of her desire for a successor agreement, the COMMITTEE shall within sixty (60) calendar days respond to the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES in writing of its willingness or unwillingness to accept a proposal from the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES for a successor agreement. Failure of the COMMITTEE to respond to the written notice of the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES within said sixty (60) calendar day period shall cause this agreement to be extended for one (1) year on terms no less favorable to the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES than prevailed in the July 1, 2020 through June 30, 2021 agreement year.

3. COMPENSATION:

- a.) The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be paid an annual salary, commencing July 1, 2018 and terminating June 30, 2019 as DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES of One Hundred and Fifty-Seven Thousand and Seventy-Five (\$157,075.00) Dollars, 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 the period commencing July 1, 2019 through June 30, 2020, a 2.25% raise from FY19 salary shall be applied effective July 1, 2019. The DEPUTY SUPERINTENDENT

FOR STUDENT SUPPORT SERVICES shall be paid an annual salary, commencing July 1, 2019 of One Hundred and Sixty Thousand Six Hundred and Nine (\$160,609.00) Dollars, 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.

c.) For the period commencing July 1, 2020 through June 30, 2021, a 2.25% raise from FY20 salary shall be applied effective July 1, 2020. The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be paid an annual salary, commencing July 1, 2020 of One Hundred and Sixty-Four Thousand Two Hundred and Twenty-Three (\$164,223.00) Dollars, 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.

d.) For any period of time for which the LOWELL SCHOOL COMMITTEE votes to appoint DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES as superintendent, acting superintendent, or interim superintendent, and she accepts such appointment, DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be paid an annual salary of Two Hundred Thousand (\$200,000.00) Dollars, 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, pro-rated for the time period that she is serving in such a position. This provision is retroactive to July 1, 2018.

DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES has provided notice that she will only agree to serve as Superintendent up until a successor is appointed, or the end of the business day on August 16, 2019, whichever comes first. The LOWELL SCHOOL COMMITTEE has accepted this condition.

4. SEVERANCE CLAUSE: At the time of the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES retirement, resignation, non-renewal of contract, or death, the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES or her estate will receive 100% of all accrued vacation and 1/3 (33 1/3%) payment of all unused sick leave, maximum payment for unused sick leave not to exceed \$30,000.00. It is agreed that the SUPERINTENDENT FOR STUDENT SUPPORT SERVICES accrued, prior to first starting as an Assistant Superintendent, 292 sick days, entitling her to a payment, at the time of her retirement, resignation, non-renewal of contract, or death of \$50,224.50 for accrued sick leave. These 292 days, or \$50,224.50 value, shall not be subject to the \$30,000.00 maximum that she may receive for sick leave buyback for sick leave that accrued since the start of her first Assistant Superintendent contract.

5. TERMINATION: In the event that said DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES desires to terminate this contract before the term of services shall have expired, she may do so if she gives at least ninety (90) days written notice of her intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation, otherwise, termination of the DEPUTY SUPERINTENDENT FOR STUDENT

SUPPORT SERVICES shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993. If DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES is serving at the time as Superintendent of Schools or Acting Superintendent of Schools such written notice shall be provided to the LOWELL SCHOOL COMMITTEE.

6. DUTIES: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall perform faithfully to the best of her ability, the duties of DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES.

7. CERTIFICATE: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES of the Lowell School Department 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: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES may accept speaking, writing, lecturing, or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties as DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: The COMIVITTEE shall reimburse the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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 as 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.

10. STATE RETIREMENT SYSTEM: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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 the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall receive twenty-five (25) working days as annual vacation, exclusive

of legal holidays. There shall be no limit on the amount of vacation time that can accumulate.

13. SICK LEAVE: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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. The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES unused sick leave shall be cumulative. The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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.

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 her official duties or employment.

15. PERSONAL DAYS: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be granted two (2) personal days per contract year. No accumulation of personal days exists under this agreement.

16. PERFORMANCE:

- a.) The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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 associations of the school administrator and state educational authorities.

17. EVALUATION: The DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool.

18. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between the COMMITTEE and the DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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.

19. 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.

20. 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 _____ day of February, in the year 2019.

APPROVED:

Jeannine M. Durkin, Deputy Superintendent
for Student Support Services

THE LOWELL SCHOOL COMMITTEE,

William Samaras, Mayor

Andre P. Descoteaux

Jackie Doherty

Robert J. Hoey, Jr.

Dominik Hok Lay

Connie A. Martin

Gerard Nutter

APPROVED AS TO FORM:

Christine P. O'Connor
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.

Signature of Individual
or Corporate Name (**MANDATORY**)

BY _____
Corporate Officer

Social Security of Federal ID#

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. c.62C s.49A.