

SUPERINTENDENT

This AGREEMENT made and entered into this ____ day of April, 2019, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, (COMMITTEE), and JEANNINE M. DURKIN, (DURKIN).

Durkin has been serving in the role of Acting Superintendent since July 19, 2018, and;

In recognition of her work as Acting Superintendent, the Committee appointed her the Superintendent of Schools, and;

In recognition of her performance and the Superintendent's duties she carried out since July of 2018, the Committee voted to compensate her from the period she first assumed the duties of Superintendent, and moving forward;

Therefore, the parties agree to enter into the following Employment Agreement subject to the following terms and conditions:

1. **EMPLOYMENT:** The COMMITTEE hereby employs DURKIN as the SUPERINTENDENT of -Lowell Public Schools and DURKIN hereby accepts employment on the following terms and conditions:

2. **TERM:** DURKIN shall be employed through August 16, 2019. At the end of her TERM, DURKIN may elect to resume the position of Deputy Superintendent of School for an additional 2 years or for a lesser period.

3. **COMPENSATION:**
 - a.) As SUPERINTENDENT, Durkin shall be paid an annual salary, commencing July 19, 2018 and terminating when she is no longer in the position of Superintendent (as set forth below in s.(b)), 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. In no event shall she serve as Superintendent beyond August 16, 2019.

 - b.) In the event that Durkin elects to fill the position of DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES, she shall be paid an annual salary, 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. The Term for this position will commence when she is no longer Superintendent and terminate on June 30, 2020, or upon her election, for a lesser period.

4. SEVERANCE CLAUSE: At the time of Durkin's retirement, resignation, non-renewal of contract, or death, Durkin 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 Durkin 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: Durkin accepts that in the event of termination, it shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.
6. DUTIES: Durkin shall perform faithfully to the best of her ability, the duties of SUPERINTENDENT.
7. CERTIFICATE: Durkin shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as SUPERINTENDENT or DEPUTY SUPERINTENDENT FOR STUDENT SUPPORT SERVICES of the Lowell School Department in the Commonwealth of Massachusetts, (depending on which position she is filling) 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: Durkin 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 SUPERINTENDENT 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 Durkin 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: Durkin shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.
11. FRINGE BENEFITS: Durkin 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: Durkin 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: Durkin 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. Durkin's unused sick leave shall be cumulative. Durkin 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: Durkin shall be granted two (2) personal days per contract year. No accumulation of personal days exists under this agreement.

16. PERFORMANCE:

- a.) Durkin shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and Durkin 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: Durkin will be evaluated using the Massachusetts Department of Elementary and Secondary Education Evaluation tool.

18. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between the COMMITTEE and Durkin 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, Superintendent of the Lowell Public Schools

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 or 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.