ASSISTANT SUPERINTENDENT/CHIEF SCHOOLS OFFICER (INTERIM)

This AGREEMENT made and entered into this ____ day of July, 2023, by and between LOWELL PUBLIC SCHOOLS of the CITY OF LOWELL, hereinafter referred to as "EMPLOYER", and WENDY CROCKER-ROBERGE., hereinafter "SCHOOLS OFFICER."

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

1. EMPLOYMENT: EMPLOYER hereby employs WENDY CROCKER-ROBERGE as the Interim Chief Schools Officer, serving in the capacity of an assistant superintendent, and Wendy Crocker-Roberge hereby accepts employment on the following terms and conditions:

2. TERM: Wendy Crocker-Roberge shall be employed for a one-year period commencing July 1, 2023 through June 30, 2024.

This contract will expire on June 30, 2023 as it is an interim position.

3. COMPENSATION:

a.) SCHOOLS OFFICER shall be paid an annual salary of One Hundred Sixty-Five Thousand Dollars ($165,000.00) for the 2023-2024 fiscal year, payable in equal installments in accordance with the policy of EMPLOYER governing payments of salary of other professional staff members in the school department.

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

5. TERMINATION: In the event that SCHOOLS OFFICER desires to terminate this contract before the term of services shall have expired, she may do so if she gives at least sixty (60) days written notice of her 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: SCHOOLS OFFICER shall perform faithfully to the best of her ability, the duties of Chief Schools Officer as outlined in the attached exhibit marked "A".

7. CERTIFICATE: SCHOOLS OFFICER shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as a 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: SCHOOLS OFFICER may accept speaking, writing, lecturing, teaching, or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties as Schools Officer and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: EMPLOYER shall reimburse SCHOOLS OFFICER 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 SCHOOLS OFFICER in the performance of his duties (i.e. acting within the scope of her employment, while traveling to and from work). During such travel time, her employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM: SCHOOLS OFFICER shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: SCHOOLS OFFICER 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. EMPLOYER and SCHOOLS OFFICER may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: SCHOOLS OFFICER shall receive twenty-seven (27) working days as annual vacation, exclusive of legal holidays. There shall be no limit on the amount of vacation time that can accumulate. 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. Vacation days will be applied to work days retroactively from her actual start date to make this a full year contract for accounting and pay purposes.

13. SICK LEAVE: SCHOOLS OFFICER 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. Her unused sick leave shall be cumulative. She 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, the School Officer will not receive any buy back for any unused sick days on his resignation, retirement, termination, or death, other than for those which were already accumulated by June 30, 2023. Consistent with the provisions in her current contract which expires on June 30, 2025, upon his or resignation, retirement, or death, Wendy Crocker-Roberge or her estate will receive payment of one third (1/3) of her accumulated sick days; however, the amount that she may receive for sick leave buyback is capped at $35,214.78 (as also agreed and established in paragraph 5f on her February 17, 2022 principal contract)

14. INDEMNIFICATION: The Employer 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: SCHOOLS OFFICER 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 SCHOOLS OFFICER in an accredited Doctoral program of study, the School Employer shall provide payments to an institution within the Massachusetts public higher education system for up to two graduate courses per 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, SCHOOLS OFFICER shall obtain a grade B or higher for each eligible graduate course for which he is seeking reimbursement.

17. 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, SCHOOLS OFFICER shall be paid a stipend of $4,900.00 if she has been awarded a doctorate degree prior to the start of the course, or $3,900.00 if he has not been awarded a doctorate degree prior to the start date of the course.

18. PERFORMANCE: SCHOOLS OFFICER shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between EMPLOYER and SCHOOLS OFFICER in writing.

19. EVALUATION: SCHOOLS OFFICER shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool or another tool appropriate for this position developed by the Superintendent.

20. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between EMPLOYER and SCHOOLS OFFICER 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. RETURN CLAUSE: By executing this contract, the parties agree that the contract of the parties for Wendy Crocker-Roberge's employment as principal of the Pyne Arts Magnet School shall be voided and replaced with this contract effective July 1, 2023. However, by June 1, 2024, Wendy Crocker-Roberge shall have the right to elect to return to her position of Principal of the Pyne Arts Magnet School for the 2024/2025 school year under the terms of her contract signed on February 22, 2022, as this interim contract shall expire on June 30, 2024.

23. 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 ___th day of July in the year 2023.

APPROVED:

_____	_____
Wendy Crocker-Roberge	William Skinner, Superintendent

LOWELL SCHOOL COMMITTEE,

_____	_____
_____	_____
_____	_____
_____	

APPROVED AS TO FORM:

_____
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.

_____
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.