

**AN EMPLOYMENT AGREEMENT BETWEEN
CITY OF LOWELL SCHOOL DEPARTMENT
and**

JOEL BOYD

This Agreement is made and entered into as of the _____ day of June, 2019 between the School Committee of the City of Lowell, hereinafter referred to as the "Committee," and Joel Boyd, hereinafter referred to as the "Superintendent."

Whereas, at a special meeting on May 18, 2019, the Committee voted to appoint Joel Boyd Superintendent of Schools for the City of Lowell, effective July 1, 2019.

Whereas, the vote of the Committee was subject to the parties agreeing to certain terms and conditions of employment.

Whereas, the Committee voted to execute a contract with the Superintendent; and

Whereas, the Superintendent desires to be employed by the Committee in accordance with the terms of this Agreement.

Now, Therefore, for and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the parties hereto as follows:

Section 1: Employment

The Committee hereby employs the Superintendent, and the Superintendent hereby enters into the employ of the Committee as Superintendent of the Lowell Public School District. Such employment shall be subject to the terms and conditions of this Agreement.

Section 2: Duties

In the Superintendent's capacity as the Superintendent of Schools, the Superintendent shall be responsible for and perform all acts and duties incident thereto, including, but not limited to, the following:

A. Performing of all duties and responsibilities of Superintendent of the Lowell Public School District as set forth in the appropriate Job Description, attached hereto as attachment "A",

the Lowell Public Schools Policy Manual, and any other Policies of the Committee as now or hereafter adopted;

B. Performing for the Committee and the Lowell Public School District all duties and responsibilities of school superintendents imposed by and implied from (1) the laws of the Commonwealth of Massachusetts including, but not limited to, all applicable laws, statutes, rules and regulations; (2) customs and practices within the Commonwealth of Massachusetts; (3) federal laws of the United States of America; (4) local ordinances, laws, policies and practices; (5) Lowell Public School Policies; and (6) Lowell School Committee Policies.

C. Serving as the chief administrative officer and executive officer of the Lowell Public School District;

D. Performing such other duties and responsibilities as from time to time may now or hereafter be assigned to the Superintendent by the Committee;

E. Making recommendations to the Committee concerning the budget, as well as preparing the same for the Committee's approval, and shall make recommendations concerning building plans, the location of sites for school construction or use, the selection of text books, instructional material and courses of study; and

F. Keeping or causing to be kept records and accounts as directed and required by law and the Committee; aid in making such reports as required by law and the Committee; and

G. Performing such other duties as the Committee may designate to him.

H. Without the written consent of the Superintendent, the School Committee shall not reassign the Superintendent to another position in the School District nor shall the School Committee reassign his duties to other employees of the School District.

I. The Committee, individually and collectively, shall promptly refer to the Superintendent for his study and recommendation all criticism, complaints, and suggestions brought to its attention.

Section 3: Term

This Agreement shall take effect on July 1, 2019, and continue in force thereafter through the 30th day of June 2024, subject, however, to termination as hereinafter provided.

A. This Agreement may be terminated by mutual written agreement upon ninety (90) calendar days' notice. The Superintendent shall not later than December 1, 2022 and not later than December 1, 2023 advise the Committee by written notice whether he desires to negotiate a successor Agreement. Failure to so notify the Committee shall result in the expiration of this agreement on June 30, 2024 unless this Agreement is otherwise terminated for cause as stated herein.

Upon receipt of timely notice from the Superintendent of his desire for a Successor Agreement, the Committee shall within sixty (60) calendar days respond to the Superintendent in writing of its willingness or unwillingness to accept a proposal for the Superintendent for a successor Agreement. Failure of the Committee to respond to the written notice of the Superintendent 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 Superintendent than prevailed in the July 1, 2019 through June 30, 2024 Agreement year.

B. The Committee may terminate the Agreement of employment during its term for one or more of the following reasons:

1. Incompetence;
2. Insubordination against reasonable policies, and or reasonable directives and rules of the Committee;
3. Disability as shown by competent medical evidence; and
4. Other good cause as determined by the Committee.

In the event the Committee seeks to terminate the Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of the Agreement is under consideration. Within fifteen (15) days after receipt from the Committee of written notice that Agreement termination is under consideration, the Superintendent may file with the Committee a written request for a hearing before the Committee, which shall be held within twenty (20) days after receipt of such request. The Committee shall render a written decision within fifteen (15)

days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Committee's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his own counsel at the Superintendent's own expense.

C. This Agreement also may be terminated by mutual agreement of the parties based on mutually agreeable terms and by the Superintendent by providing ninety (90) days written notice to the School Committee.

Section 4: Evaluation

- No later than October 1st of each year of this Agreement, the Committee and the Superintendent shall meet to discuss the establishment of mutually acceptable goals, including measurable outcomes, taking into account the educational goals of the School District. No later than June 1st of each year of this Agreement, the Committee shall annually evaluate the Superintendent's performance, using the Commonwealth of Massachusetts' Evaluation Form, and the process, if any, established by the Commonwealth.. The evaluation and assessment shall be based upon the accomplishment of the agreed-upon goals. Prior to the evaluation, the Superintendent shall provide the Committee with a written self-appraisal and the Committee shall take this self-appraisal into account in evaluating the Superintendent. The Chair shall complete the evaluation for the Committee. In conducting the evaluation, the entire Committee shall vote on the Superintendent's performance.

Section 5: Compensation

From July1, 2019 through June 30, 2020, the Superintendent shall be paid an annual salary of Two Hundred Twenty-Five Thousand Dollars (\$225,000), payable in weekly installments in accordance with the practice of salary payments to other professional staff members in the School Department. For each subsequent year of this Agreement, the Superintendent shall receive a COLA equal to the COLA negotiated for other administrators in the District. Subject to the Superintendent's annual evaluation, the Superintendent shall be eligible for an additional

one percent (1%) adjustment to his annual compensation if the Superintendent's performance is unanimously rated as "exemplary."

In addition to the Superintendent's annual salary, the School Committee shall pay Five Thousand Dollars (\$5,000) for each year of this Agreement to an annuity plan selected by the Superintendent in accordance with applicable law and regulations. Payment for this annuity shall be paid monthly and shall be consistent with G.L. c.71, §37B and shall comply with the requirements of the Internal Revenue Section 403(b) for exclusion of such payments from the Superintendent's taxable income for year of this Agreement.

The Superintendent will receive additional compensation for work performed prior to July 1, 2019. During such time the Superintendent will be entitled to a per diem rate of pay for all hours worked. During this transition period the Superintendent shall earn not less than \$2,500 and not more \$5,000

Section 6: Accrual of Vacation

At the time of the Superintendent's retirement, death, termination, or contract non-renewal, the Superintendent or his estate will receive 100% of all accrued vacation.

Section 7: Other Benefits

A. Reimbursement for Expenses: The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Agreement in accordance with the laws of the Commonwealth of Massachusetts, the laws of the United States of America, and local laws and regulations. Such expenses shall include, but shall not be limited to, costs of attendance at appropriate local, state, and national meetings. The Superintendent shall also receive a monthly travel allowance of Three Hundred Dollars (\$300.00) in lieu of a mileage reimbursement. Said reimbursement shall not be construed as placing the Superintendent 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.

B. State Retirement Association: The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. Chapter 32, §2.

C. Fringe Benefits: The Superintendent shall be entitled to all insurance (medical, hospital, disability and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this Agreement or to be agreed upon in the future. The Committee and the Superintendent may agree to alter components of these benefits or to add benefits not currently available to professional personnel.

D. Annual Vacation: On July 1st of each year of this agreement, the Superintendent shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays and may accumulate up to forty (40) days. If, under extreme circumstances, the Superintendent is unable to sufficiently utilize his vacation time, a request may be made to the full committee to exceed the cap.

E. Personal Days: The Superintendent shall be granted three (3) personal days per Agreement year. No accumulation of personal days exists under this Agreement.

F. Sick Leave: On July 1st of each year of this agreement, the Superintendent 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 Agreement and any extension hereunder. Unused sick leave shall be cumulative. Upon taking office the Superintendent shall immediately be entitled to twelve (12) days. The Superintendent 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.

G. Bereavement: The Superintendent shall be entitled to five (5) days of bereavement pursuant to the same terms and conditions currently available to teachers and administrators.

H. Professional Dues: The Committee shall pay all dues and associated costs of membership in: Massachusetts Association of School Superintendents; A.A.S.A; A.S.C.D; M.A.S.C.D. and the Superintendent's Roundtable.

Section 8: Performance

The Superintendent shall fulfill all aspects of this Agreement. Any exceptions thereto shall be memorialized in a written, mutual agreement between the Committee and the Superintendent.

Section 9: Entire Agreement

This Agreement embodies the whole Agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The Agreement may not be changed except by a written amendment.

Section 10: Indemnification

The Committee hereby represents that the City of Lowell is bound by the provisions of Sections 9 and 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.

Section 11: 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.

Section 12: Certification

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of the Commonwealth under Massachusetts General Laws and Code of Mass Regulations.

Section 13: Notice

A. All notices under this Agreement which are required to be delivered by the Superintendent to the Committee shall be delivered to each member of the Committee either in hand or by mail to the Committee members' last and usual place of abode.

B. A copy of all notices shall be delivered or mailed to the City Solicitor, Law Department, 3rd Floor, City Hall, 375 Merrimack Street, Lowell, MA, 01852.

C. All notices required to be delivered to the Superintendent by the Committee shall be

delivered to him by leaving said notice at the Office of the Superintendent of Schools, Henry J. Mroz Administration Office, 155 Merrimack Street, Lowell, MA, 01852 or by mail postage prepaid to the Office of the Superintendent of Schools, same address.

This Agreement shall not grant the Superintendent tenure.

The rest of this page is intentionally left blank.

In witness whereof, the parties have signed and sealed this Agreement and a duplicate and triplicate thereof this _____ day of _____, 2019.

City of Lowell School Committee

Dr. Joel Boyd
Superintendent of Schools

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor
