

ASSISTANT SUPERINTENDENT/CHIEF SCHOOLS OFFICER (INTERIM)

This AGREEMENT made and entered into this 27th 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 Assistant Superintendent/Chief Schools Officer 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, 2024 as it is an interim position.
3. COMPENSATION: SCHOOLS OFFICER shall be paid an annual salary of One Hundred Sixty Thousand (\$160,000.00) Dollars 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 her 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: ASSISTANT SUPERINTENDENT/CHIEF SCHOOLS OFFICER shall receive twenty-seven (27) working days as annual vacation, exclusive of legal holidays. It is also agreed that she will use at least 15 days of vacation during the 2023/2024 school year and then she may submit the balance of the 27 yearly vacation days not used at the end of this school year for buyback (i.e. submit up to 12 days for payment at the end of the interim term if not used). All accumulated vacation time from the 2023/2024 school year, at the rate earned and not redeemed, will be paid to the Administrator at the end of the 2023/2024 school year at the then effective per diem rate of pay calculated based on the actual number of days in each year the ASSISTANT SUPERINTENDENT/CHIEF SCHOOLS OFFICER is required to work.

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 her 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 5e 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 she 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 she 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. As part of this evaluation, it is agreed that SCHOOLS OFFICER will also be evaluated on her knowledge, experience, and practices in leading the principals to support to the District's diversity, equity, and inclusion work aimed at nurturing a sense of community and belonging that ensures all students and staff feel safe, respected, and valued, and that the District's policies and practices promote equity and access for all. SCHOOLS OFFICER will also attend training related to diversity, equity, inclusion, and sense of belonging best practices, programming, and/or initiatives in order to support her work and efforts in this area.

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 SCHOOLS OFFICER contract shall expire on June 30, 2024. SCHOOLS OFFICER may exercise this right to return to her position of Principal of the Pyne Arts Magnet School for 2024/2025 by providing written notice of her election to do so to the Superintendent by June 1, 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.

EXHIBIT A

CHIEF SCHOOLS OFFICER

Lowell Public Schools
Lowell, Massachusetts

Job Details

Job ID: 3471980

Application Deadline:

Posted :

Starting Date:

Job Description

ABOUT LOWELL PUBLIC SCHOOLS

The Lowell Public Schools (LPS) is one of the largest districts in Massachusetts, currently enrolling more than 14,150 students in grades PreK-12. LPS has a dedicated school community committed to serving our students and families. The Lowell Public School System provides an inspiring, engaging and empowering education by creating the "Pillars of Urban Excellence" to support and drive its vision.

The Limitless Potential of all Teachers and Students

School Cultures that are Welcoming, Respectful, Safe, and Healthy

Collaborative, Professional Growth of Educators Throughout their Careers

Partnerships with Schools, Families, and the Community

Equity and Transparency in all our Actions and Interactions

Our school traditions and activities are enjoyed not only by our students, but by the community as well. Our students enjoy Field Trips, Celebrations, Student Assemblies, Science Fair, Reading and Writing Events, Family Nights, Special Recognition Events, Civic and Social Justice Activities, Knowledge Bowl, Athletic Activities, Extended Day Programs and more. We provide many parent/guardian engagement activities and meetings. We encourage parents/guardians to participate.

Overview

JOB GOAL

The Chief Schools Officer (CSO) is a member of the Superintendent's Executive Cabinet and works within the Office of Teaching and Learning. The CSO is the primary rating officer for all principals and has direct responsibility for coaching and supporting principals and school-based teams to improve the quality of teaching and learning and close opportunity gaps in every classroom. The CSO also leads the district's professional development, data, performance management and student assessment functions, and is responsible for appropriate use of data and first-hand observations to become an expert on what schools need and then working with all relevant

departments within the Lowell Public Schools to achieve the district's goals for

EXHIBIT A

PERFORMANCE RESPONSIBILITIES:

Role as a Member of the Superintendent's Executive Cabinet

Keeps the Superintendent informed on issues, needs and operation of all school-based instructional programs

Offers professional advice to the Superintendent on items requiring action with appropriate recommendations based on thorough study and analysis.

Interprets, supports and carries out the intent of all Lowell School Committee policies and procedures.

Specific Programmatic Responsibilities

Coordinates all centralized professional development for instructional staff.

Serves as an instructional coach and primary rating officer for principals.

Develops and monitors school improvement plans with principals and school teams.

Designs and implements a system-wide performance management system.

Develops and maintains data reporting systems.

Sets concrete academic goals and tracks achievement of benchmarks for all schools.

Oversees the school system's student discipline program.

Supervises the District's Attendance Office.

Works closely with the District's other academic and operational offices to coordinate timely and relevant supports for schools

Other Responsibilities

Works with parents and the community, responding to concerns of individuals and/or community groups.

Maintains effective communication with students, staff and parents.

Works with school-based and district-wide teams.

Identifies and report of trends, needs and 'best practices' in teaching and learning

Responds to questionnaires, surveys and correspondence from research or professional organizations requesting information of the District's student services program

Attends regular meetings of the superintendent's staff and serve actively to improve communication, cooperation and planning

Attends Lowell School Committee meetings and prepare such reports for the School Committee as the Superintendent may request

Assists in the preparation of the annual budget and recommends prudent management decisions concerning budget modification

Acts for the Superintendent of Schools when so directed by the Superintendent.

Performs such other tasks and assumes such other responsibilities as may be assigned by the Superintendent

Position Type: Full-time

Positions Available: 1

Job Category : Online > Online

Equal Opportunity Employer

Lowell Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation

Job Requirements

Qualification:

The successful applicant for this position must possess

1. A master's degree or higher from an accredited college or university.
 2. Licensure valid for services as a Superintendent in the Commonwealth of Massachusetts, or eligible for licensure as a Superintendent in the Commonwealth of Massachusetts.
 3. At least 10 years in education, including successful teaching experience and experience as a school principal.
 4. Highly developed interpersonal and organizational skills.
 5. Demonstrated success in the design, implementation and assessment of school-based programs in a highly diverse urban environment.
- Posting will remain open until filled. Start date is negotiable. Salary in the range of \$150,000 to \$160,000 depending on experience and qualifications. Contract subject to vote of Lowell School Committee.
 - At least 10 years of relevant experience preferred.
 - Master degree preferred.
 - Citizenship, residency or work visa required.

Contact Information

James Hall
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Lowell, Massachusetts 01862

Phone: 978 674 4325

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