

ASSISTANT SUPERINTENDENT FOR ACADEMIC & INSTRUCTION

This AGREEMENT made and entered into this ____ day of July, 2024, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE", and ONEIDA FOX ROYE.

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

1. EMPLOYMENT: The COMMITTEE hereby employs ONEIDA FOX ROYE as the ASSISTANT SUPERINTENDENT FOR ACADEMICS & INSTRUCTION of the public schools of Lowell and ONEIDA FOX ROYE hereby accepts employment on the following terms and conditions:

2. TERM: ONEIDA FOX ROYE shall be employed for a two-year period commencing July 1, 2024 through June 30, 2026.

ONEIDA FOX ROYE shall not later than January 1, 2026 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, 2026 unless this agreement is otherwise terminated for cause as stated herein.

3. COMPENSATION:

a.) ONEIDA FOX ROYE shall be paid an annual salary of One Hundred Seventy-Five Thousand and 00/100 (\$175,000.00) Dollars for the 2024-2025 fiscal year, 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 each year of the contract ONEIDA FOX ROYE shall receive a 2.50% raise effective on July 1 of each year; however, ONEIDA FOX ROYE will first be eligible for such raise on July 1, 2025.

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

5. TERMINATION: In the event that ONEIDA FOX ROYE 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: ONEIDA FOX ROYE shall perform faithfully to the best of her ability, the duties of ASSISTANT SUPERINTENDENT FOR ACADEMICS & INSTRUCTION.
7. CERTIFICATE: ONEIDA FOX ROYE shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as an Assistant Superintendent/Superintendent in the Commonwealth of Massachusetts.
8. OTHER ACTIVITIES: ONEIDA FOX ROYE 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.
9. REIMBURSEMENT FOR EXPENSES: The COMMITTEE shall reimburse ONEIDA FOX ROYE 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 ONEIDA FOX ROYE 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: ONEIDA FOX ROYE shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.
11. FRINGE BENEFITS: ONEIDA FOX ROYE 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 ONEIDA FOX ROYE may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: ONEIDA FOX ROYE shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or her 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. It is agreed that she will use at least 20 days of vacation for each year of the contract and then may opt to submit the balance of the 25 yearly vacation days for buyback at her per diem contractual rate of pay based on 260 workdays (i.e. submit up to 5 days for payment at the end of each school year). Additionally, after June 30, 2025, Assistant Superintendent for ACADEMICS & INSTRUCTION shall not carry forward more than 5 vacation days into future work years before her yearly allocation of vacation days is added to her balance on July 1 of each year.

13. SICK LEAVE: ONEIDA FOX ROYE 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, ONEIDA FOX ROYE will not receive any buy back for any unused sick days on her resignation, retirement, termination or death.

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: ONEIDA FOX ROYE 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 ONEIDA FOX ROYE in an accredited Doctoral program of study, the School Committee shall provide payments to an institution within the Massachusetts public higher education system for up to two graduate courses per school calendar 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, ONEIDA FOX ROYE shall complete the course and obtain a passing grade for each eligible graduate course for which she is seeking reimbursement.

17. PERFORMANCE:

(a) ONEIDA FOX ROYE shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and ONEIDA FOX ROYE 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 administrator and state educational authorities.

18. EVALUATION: ONEIDA FOX ROYE shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool.

19. 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, ASSISTANT SUPERINTENDENT FOR ACADEMICS & INSTRUCTION shall be paid a stipend of \$4,900.00 (with doctorate) upon completion of the course, or \$3,900.00 if she has not received a doctorate prior to the start date of the course.

20. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between the COMMITTEE and ONEIDA FOX ROYE 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. 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 July in the year 2024.

APPROVED:

William Skinner
Superintendent

Dr. Oneida Fox Roye

THE 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.