

**EMPLOYMENT AGREEMENT BETWEEN LAWRENCE
PUBLIC SCHOOLS AND JUAN RODRIGUEZ**

This Employment Agreement (“Agreement”) is made as of June 30, 2023, by and between the Lawrence Public Schools (“LPS”) acting through its statutory Receiver, the Lawrence Alliance for Education, Inc. (“LAE”) and Juan Rodriguez (“Rodriguez” or “Interim Superintendent”).

WHEREAS, pursuant to G.L. c. 69, § 1K, the Board of Elementary and Secondary Education (the “Board”) voted in November 2011 to declare the Lawrence Public Schools to be a chronically underperforming district and directed the Commissioner of the Department of Elementary and Secondary Education (the “Commissioner”) to take action consistent with law as needed for the benefit of Lawrence students, including appointment of a Receiver for the District;

WHEREAS, the Commissioner has appointed the LAE as Receiver, pursuant to G.L. c. 69, § 1K and 603 CMR 2.06(3);

WHEREAS, Rodriguez currently serves as Interim Superintendent pursuant to a contract dated January 16, 2023, which will otherwise expire on June 30, 2023;

WHEREAS, the LAE desires to retain Rodriguez as Interim Superintendent; and

WHEREAS, Rodriguez desires to continue to serve as Interim Superintendent of LPS;

NOW THEREFORE, in consideration of the mutual promises contained in this Employment Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment

Pursuant to G.L. c. 69, § 1K and G.L. c. 71, § 41 the LAE has appointed Rodriguez as the Interim Superintendent of the Lawrence Public School District (“District”), with the approval of the Commissioner, and Rodriguez accepts the position of Interim Superintendent under the following terms and conditions.

2. Term of Agreement

A. Rodriguez shall be employed as Interim Superintendent from June 30, 2023, through June 30, 2024. Benefits and salary provided for herein shall be prorated accordingly.

B. Unless earlier terminated as provided in Section 16 below, this Employment Agreement shall expire on June 30, 2024, and as of such date, Rodriguez's employment as Interim Superintendent shall also terminate.

C. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the LAE's ability to terminate Rodriguez's employment, at any time, subject to the provisions of Section 16 of this Employment Agreement.

3. Relationship to Chief Partnership Officer Agreement

This Agreement shall replace and supersede the Chief Partnership Officer Agreement and any other agreements between LPS, LAE and Rodriguez. In light of his temporary promotion to Interim Superintendent, Rodriguez will not be eligible for any performance incentive payment under the Chief Partnership Officer Agreement during the term of this Employment Agreement. Provided Rodriguez's employment with LPS has not been terminated before the end of the term of this Agreement, as of July 1, 2024, Rodriguez shall be placed in a leadership position appropriate to his educator license.

4. Professional Certification

Rodriguez will provide to the LAE and maintain throughout the term of this Employment Agreement a valid and appropriate certification qualifying him to serve as an interim superintendent of schools in the Commonwealth of Massachusetts.

5. Warranty of Credentials

Rodriguez represents and warrants the validity of the credentials and experience provided to the LAE and acknowledges and agrees that material misrepresentation of those credentials and experience shall constitute grounds for dismissal.

6. Duties and Responsibilities

A. Rodriguez shall report directly to the LAE and shall be responsive to LAE direction and oversight. Rodriguez understands that LPS is in Receivership under G.L. c. 69, § 1K, and that the LAE has delegated the necessary authority to him as Interim Superintendent of the LPS, subject to LAE direction and oversight. Rodriguez further understands that the LAE may designate additional authority for responsibilities and tasks that might ordinarily rest with a school committee and/or reserve and/or revoke any delegation of authority for itself.

B. Rodriguez shall implement the turnaround plan to promote the rapid improvement of the District.

C. Rodriguez's additional duties and responsibilities shall be determined by the LAE, shall be subject to the LAE's review, approval, oversight and direction, and shall include, but are not limited to:

- i. Rodriguez shall effectively administer curriculum and instruction for the District.
- ii. Rodriguez shall effectively administer all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction or termination of personnel employed or to be employed by the District.

- iii. Rodriguez shall effectively administer the policy, operation and management of the District, including the appropriate allocation of resources.
- iv. Rodriguez shall be responsible for meeting the goals of the turnaround plan in a timely and effective manner.
- v. Rodriguez shall create and implement in a timely manner a comprehensive and effective communication plan for the community and stakeholders.

D. Rodriguez may have additional duties as assigned by the LAE.

E. The LAE may modify any duties and responsibilities of Rodriguez set forth above.

7. Evaluation

Rodriguez will be evaluated in writing at least annually by LAE following the development in consultation with the LAE of district goals, and in accordance with DESE evaluation regulations, standards, and procedures applicable to all school superintendents. At the LAE's discretion, the goals may be modified on an annual basis following consultation with Rodriguez.

8. Compensation

A. During the term of this Agreement, Rodriguez shall be paid a salary at an annualized rate of \$235,000.00 payable in equal installments, less lawful and customary withholdings, in accordance with the terms of the City of Lawrence payroll policies and procedures.

B. Rodriguez shall not be entitled to overtime or compensatory time. The position of Interim Superintendent is an exempt position under the Fair Labor Standards Act.

9. Benefits Generally

All of Rodriguez's prior accumulated benefits from LPS and the City of Lawrence, such as sick leave days, will continue in full force and effect for the term of this Agreement.

10. Vacation

A. Rodriguez will receive twenty-five (25) days' vacation leave with pay per year.

Vacation leave is defined as wages under the Massachusetts Wage Act, c. 149, § 148 and Advisory 99-1 from the Massachusetts Attorney General.

B. It is the intention of the parties to this Employment Agreement that days of vacation leave are to be taken annually. Rodriguez may carry over accrued and unused days of vacation leave with prior written notice to LAE, which given the nature and demands of the work, will not be unreasonably denied.

C. Rodriguez shall consult with the LAE Chair regarding planned use of vacation leave.

11. Leaves of Absence

A. Sick Leave

i. Rodriguez shall receive fifteen (15) days of such sick leave annually, pro-rated as appropriate, with a maximum accumulation of 200 unused sick days.

ii. Rodriguez will be issued written notification of his/her accumulated sick leave posted in the Employee Self Service Database.

B. Sick Leave for Injury

Rodriguez is covered by LPS's workers' compensation program. If Rodriguez is absent as a result of an injury sustained in the performance of his duties for LPS and determined eligible for

workers' compensation benefits under LPS's workers' compensation program, he shall receive such benefits without loss of accumulated sick leave. Rodriguez may use his accumulated sick leave to supplement worker's compensation benefits. A doctor's medical report from a doctor of Rodriguez's choice shall be submitted to the LAE by Rodriguez and by a doctor designated by the LAE initially and every three months thereafter for the duration of the absence.

C. Personal Leave

Rodriguez shall receive up to two (2) days of personal leave per year. Personal days not taken by Rodriguez shall be added to his accumulated sick leave. If Rodriguez wishes to take personal day, he shall notify the LAE Chair or designee in writing at least twenty-four (24) hours in advance of taking a personal day, except in an emergency, and the LAE Chair or designee shall be orally notified as soon as practical prior to the personal day and shall immediately thereafter be notified in writing.

D. Funeral Leave

Rodriguez shall be allowed up to five (5) days' absence with full pay each time there is a death in his immediate family. The term "immediate family" means: (i) a spouse, parent, child or sibling of Rodriguez; (ii) a parent, child or sibling of his spouse; or (iii) a member of the family residing in the same household of Rodriguez. At the discretion of the LAE, such others as may be the responsibility of Rodriguez will be defined as within the immediate family.

E. Return from Leave of Absence

If Rodriguez fails to return to work from an approved leave of absence as scheduled and without approval by the LAE, he shall be considered to have resigned his position.

12. Fringe Benefits

Rodriguez shall also be eligible for the following fringe benefits:

A. Coverage under the group health and life insurance that is provided by the City of Lawrence for its employees, including the employees of the School Department, with the City of Lawrence paying 75% of the total premiums for such coverage and Rodriguez paying the remaining balance of 25% of the premiums.

B. If Rodriguez withdraws from the City's health insurance plan and demonstrates that he is covered by a group or non-group health insurance plan financed without any participation by the Lawrence School Committee or the City of Lawrence, he will be entitled to an annual payment of \$1,000. To be eligible for this benefit, Rodriguez may be required to submit verification of alternative coverage on the letterhead of the employer who will be providing the insurance or on the letterhead of the health insurance provide to be eligible for the full \$1,000 payment for the next fiscal year. If Rodriguez completes the health insurance buyout election form after July 1 in any year, he will be entitled to a pro-rata share of the \$1,000 payment for that year.

C. LPS shall, on an annual basis during the term of this agreement and consistent with G.L. c. 71, § 37B, pay the sum of \$5,000 to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of Rodriguez, provided that the statutory authority remains in effect and that Rodriguez chooses to retain the investment.

13. Automobile Mileage

Rodriguez shall be entitled to an automobile mileage reimbursement in the amount of five hundred dollars (\$500.00) per month for non-commuting, work-related driving, in lieu of any other reimbursement for mileage or automobile expenses.

14. Policies

Rodriguez shall be subject to all the LPS policies and practices, except as waived by the LAE. Rodriguez shall provide the LAE Chair or designee with prior notice if he will be out-of-state for conferences or other professional activities during the school year.

15. Full Time

Rodriguez shall devote full time, attention and energy to the duties and responsibilities of his position. Subject to the LAE Chair's prior approval, Rodriguez may accept speaking, writing, lecturing or other engagements.

16. Termination of Agreement

A. Where "good cause" exists, the LAE may discharge Rodriguez at any time during the term of this Employment Agreement, provided that Rodriguez has been informed, in writing, of the reason for his proposed discharge and has been given the opportunity to be heard by the LAE Chair or his designee prior to a final termination action being taken. "Good cause" means any grounds put forth by the LAE which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the District, and includes but is not limited to misconduct, incapacity (consistent with state and federal law), neglect of duty, or incompetence.

B. At any time prior to June 30, 2024, the LAE may terminate Rodriguez's employment for any reason by giving him forty-five (45) days' written notice of termination, such termination to be effective forty-five (45) days after such notice is given. In the event that LAE terminates Rodriguez's employment without good cause, LAE shall have the discretion to either: (i) allow Rodriguez to continue working as Interim Superintendent for the forty-five (45) days' notice period; (ii) place Rodriguez in a leadership position appropriate to his educator license; or (iii) pay Rodriguez an early-termination payment equal to forty-five (45) days of his Interim

Superintendent salary at the annual rate then in effect. Any such early termination payment shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by Rodriguez.

C. Rodriguez may resign his position and employment with the LAE and LPS upon forty-five (45) days' written notice to the Commissioner and LAE Chair.

D. This Employment Agreement and Rodriguez' employment may be terminated at any time by mutual consent of both parties.

E. Termination of Rodriguez's employment shall terminate this Employment Agreement.

17. Other Terms

A. **Notices.** All notices under this Agreement shall be sent as follows:

To the Lawrence Alliance for Education:

Patricia Mariano
Chair, Lawrence Alliance for Education
c/o Lawrence Public Schools
237 Essex Street
Lawrence, MA 01840

To Juan Rodriguez:

Juan Rodriguez
28 Church St
Merrimac, MA 01860
rodriguez.jp6@gmail.com

B. **Governing Law, Severability and Construction.** This Employment Agreement shall be governed by and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts without regard to conflict of law principles. If any portion or portions of this Employment Agreement are held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Employment Agreement will be considered

severable, will not be affected, and will remain in full force and effect. The language of all parts of this Employment Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

C. Arbitration. The parties agree that any disputes between Rodriguez and the LAE, LPS or its employees alleging a breach of this Employment Agreement, or relating in any way to Rodriguez' employment as Interim Superintendent or the termination of his employment as Interim Superintendent (excluding claims of discrimination, harassment, hostile work environment, retaliation or other wrongful termination claims) will be resolved solely and exclusively through binding arbitration in accordance with the Labor Arbitration Rules through the American Arbitration Association.

Rodriguez understands and agrees that his agreement to arbitrate such disputes includes without limitation any disputes or claims arising under this Agreement. Rodriguez expressly waives any right to assert such claims in any other forum.

This agreement to arbitrate does not, however, apply to any claims against Rodriguez involving theft, fraud or other actions which might give rise to criminal penalties.

In the case of a termination, if the arbitrator determines that the termination violated the terms of this Employment Agreement, his/her authority is limited to awarding Rodriguez monetary damages which may not exceed what Rodriguez would have been entitled to had the Employment Agreement not been violated. In no case shall such award order or require the reinstatement of Rodriguez. An award entered by an Arbitrator appointed pursuant to this provision shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of G.L. c. 150C.

D. Assignment and Benefit. This Agreement and all rights and obligations of Rodriguez hereunder are personal to Rodriguez and may not be transferred or assigned by Rodriguez at any time. This Agreement shall inure to the benefit of Rodriguez and his administrators, heirs, and personal representatives, and to the benefit of LPS and the LAE and to their respective successors and assigns.


E. Waiver. Neither party's waiver of, or failure to exercise or enforce, any right provided for in this Agreement shall be deemed a waiver of that or any further or future right under this Agreement.

F. Entire Agreement. This Employment Agreement embodies the entire agreement between Rodriguez, LPS, and the LAE and the parties acknowledge that there have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Employment Agreement supersedes all prior agreements between the parties. This Employment Agreement may not be changed except an agreement in writing signed by both parties.

[Signatures follow on next page]

IN WITNESS WHEREOF, Lawrence Public Schools, acting through its statutory Receiver, the Lawrence Alliance for Education, Inc., by its duly authorized representative, and Juan Rodriguez have executed this Agreement as a sealed instrument as of the date first written above.

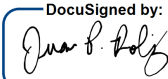
Lawrence Public Schools, acting through its statutory Receiver, Lawrence Alliance for Education, Inc.

By: 
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Patricia Mariano, Chair
Lawrence Alliance for Education, Inc.

6/21/2023

Date

Juan Rodriguez


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Juan Rodriguez

6/20/2023

Date