

Katified
Oct. 2, 2017
School Committee

CONTRACT OF EMPLOYMENT

This Contract made this 1st day of July, 2017 by and between the Malden School Committee, hereinafter referred to as the "Committee" under the hiring authority of the Superintendent and Carol Keenan, hereinafter referred to as the "Interim Assistant Superintendent for Curriculum, Instruction, and Assessment".

WHEREAS the Committee desires to provide the Interim Assistant Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall education program; and,

WHEREAS the Committee and the Interim Assistant Superintendent believe that a written Employment Contract is necessary to describe their relationship of mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and

WHEREAS the Interim Assistant Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

NOW THEREFORE in consideration of the promise herein contained, the Parties hereto mutually agree as follows:

I. EMPLOYMENT

The "Committee" hereby agrees to employ the "Interim Assistant Superintendent" as the Interim Assistant Superintendent of the Malden Public Schools for a period to commence on July 1, 2017 and to end on June 30, 2018 unless terminated earlier pursuant to Article XIV. If the Interim Assistant Superintendent contract is not renewed subsequent to June 30, 2018 the Interim Assistant Superintendent will return to her position as Principal of Salemwood School. Unless this contract is terminated for cause pursuant to the provisions of Article XIV.

II. RESPONSIBILITIES

The Interim Assistant Superintendent shall devote her full time and skills to the performance of her duties as described in the Interim Assistant Superintendent's Job Description according to this Agreement. It is understood however, that she may undertake consulting work, speaking engagements, writing, lecturing and other associated professional activities whether for a stipend or otherwise if the Superintendent so agrees.

Administration of Schools: The Administration of school policy set by the Committee pursuant to General Laws, Chapter 71, §37, and the operation and management of the schools and the direction of the employees, shall be through the Superintendent, pursuant to General Laws, Chapter 71, §59. The Parties hereto agree that the Interim Assistant Superintendent:

- Be an active member in the Malden Public Schools leadership team, advocating and working for a high quality education and providing for the development for the full potential of every child in the Malden Public Schools;

- Coordinate the recruitment and retention of a high quality teaching staff who demonstrate a commitment to and belief in teaching for high achievement of all students in a diverse, multi-cultural school community;
- Develop creative and innovative methods of outreach to recruit minority staff;
- Oversee the licensure and re-licensure of all professional staff;
- Coordinate and develop annual and ongoing professional development programs that ensure all staff are current in both the content and pedagogy of their fields and have ongoing growth opportunities that promote continual improvement and assures a staff of the highest quality to teach Malden students;
- Oversee the system of Supervision and Evaluation that ensures an ongoing presence of highly qualified teachers and other professionals that respects the qualities of ongoing improvement of adult learners;
- Oversee all teaching and learning activities;
- Supervise and evaluate all Curriculum Directors;
- Monitor the implementation of the curriculum in each school; in collaboration with the curriculum directors;
- Coordinate the development and implementation of course assessments; the implementation of MCAS, ACCESS, DIBELS, GRADE, MIDTERMS, AND FINALS; and the effective utilization of related data; in collaboration with curriculum directors;
- Coordinate the writing, submission, implementation, and management of state, federal, and private grants along with the completion of related reports.
- Support principals, assistant principals, and teachers in implementing the curriculum; in collaboration with curriculum directors, teacher leaders, and coaches.
- Contributes to the development and sustainability of MPS' educational vision and strategic goals.
- Function as contributing instructional leader on Central Office Cabinet Team and District Leadership Team to advocate for a vision of high expectations for all students through a range of effective programs, services, and curriculum the maximize student potential in a cost-effective manner;
- Develops, submits, and presents reports to the School Committee as directed by the

superintendent;

- Assist the superintendent with the overall management and operation of the district;
- Serve as the superintendent in his absence;
- Perform all other duties as assigned by the superintendent.

III. PERFORMANCE REVIEW

Each year during which this contract is in effect, the Superintendent of Schools shall conduct a review and evaluation of the role and performance of duties under this contract of the Interim Assistant Superintendent in accordance with the applicable standards and procedures set forth and promulgated by the Massachusetts Department of Elementary and Secondary Education.

IV. CERTIFICATION

The Interim Assistant Superintendent shall furnish and maintain throughout the term of this Contract and any extension thereto, a valid and appropriate certificate qualifying her to act as an Interim Assistant Superintendent of the school district, as required by the Massachusetts General Laws.

V. SALARY CONSIDERATIONS

The Interim Assistant Superintendent shall be paid at an annual rate of \$145,000, less income tax withholding and other normal employee deductions, commencing for the period beginning July 1, 2017. Salary shall be payable in installments in accordance with the policy of the committee governing payment of other professional staff members employed by the Committee. The salary for the subsequent contract year shall be set by the Committee as recommended by the Superintendent subsequent to the Interim Assistant Superintendent's performance review as outlined in Article III.

VI. INSURANCE COVERAGE

The Interim Assistant Superintendent shall be entitled to all insurance plans (medical, hospital, life, etc.) currently in effect for the professional employees of the Malden Public Schools.

VII. VACATION

The Interim Assistant Superintendent shall be entitled to twenty (20) vacation days per year. Vacations must be used during the fiscal year and are not accumulated. The Interim Assistant Superintendent and Committee agree that ten (10) days may be bought back at the per diem rate at the end of each school year (June).

VIII. SICK LEAVE

The Interim Assistant Superintendent shall be entitled to fifteen (15) days of sick leave per contract year, which may accumulate up to 300 days maximum. If the Interim Assistant

Superintendent retires under the Massachusetts Teachers Retirement System, the Interim Assistant Superintendent shall receive \$20 per day for her accumulated sick leave for all unused sick leave. In the event of the death of the Interim Assistant Superintendent, her estate will be rewarded \$20 per day for each day of unused sick leave that was accrued at the time of her death.

The Interim Assistant Superintendent's intent to retire must be received by December 1st in order to be paid by the following July 30th. Notice of the Interim Assistant Superintendent's intent to retire received after December 1st could mean that the Interim Assistant Superintendent's payment not be received until one year from the next July 30th.

IX. BEREAVEMENT LEAVE

Up to five (5) school days at any one time will be granted in the event of the death of a member of the Interim Assistant Superintendent's immediate family. The Superintendent may authorize two (2) additional days funeral leave when deemed advisable by the existing circumstances. The immediate family shall be defined as: parents, spouse, children, brother, sister, grandparents, parents-in-law, and members of the immediate household.

X. PERSONAL LEAVE

The Interim Assistant Superintendent shall be entitled to two (2) personal days per year which are non-accumulative and not subject to buy-back.

XI. PROFESSIONAL EXPENSES

Reasonable reimbursement will be made to the Interim Assistant Superintendent for all expenses incurred at professional activities attended in fulfillment of her duties and responsibilities to the Malden School Department. Said expenses will include travel, registration fees, meals and hotel costs. In order to be eligible for reimbursement, expenses have to be approved in advance by the Superintendent and School Committee.

The Interim Assistant Superintendent will be expected to attend professional meetings, conferences and conventions at the local, state, regional and national level, as well as periodic seminars and workshops related to the demands of her position.

XII. PROFESSIONAL DUES

The Malden Public Schools will provide payment of dues for the membership of the Interim Assistant Superintendent in professional organizations of her own choice, subject to the approval of the Superintendent of Schools.

XIII. LONGEVITY COMPENSATION

The Interim Assistant Superintendent shall receive longevity benefits in accordance with the benefits given according to the contract between the Malden Education Association Unit B and the Malden School Committee.

XIV. TERMINATION OF EMPLOYMENT

Termination by the Interim Assistant Superintendent: In the event that the Interim Assistant Superintendent desires to terminate this contract before the term of service has expired, she shall give the School Committee, through the Superintendent, at least sixty (60) days written notice of

her intention to do so. It is expressly understood and agreed that the non-reappointment of the Interim Assistant Superintendent upon the expiration of this contract, or any renewal or extension thereof, will not be considered a dismissal. The Interim Assistant Superintendent may file a demand for arbitration in connection with any action taken by the Committee pursuant to this article in accordance with the labor arbitration rules of the American Arbitration Association. Each party shall bear the expense of its representatives, participants, witnesses and preparation of representation of its own case. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties. The arbitrator shall have no power to add to, subtract from or modify, any of the terms of this agreement and in reaching his/her decision shall interpret this agreement in accordance with the commonly accepted meanings of the words used herein and the principle that there are no restrictions intended upon the rights of authority of the Committee other than those expressly set forth herein. The arbitrator shall have no authority to reinstate the Interim Assistant Superintendent. Subject to the foregoing the decision of the arbitrator shall be final and binding upon the parties.

Termination by the Superintendent: The Superintendent may discharge the Interim Assistant Superintendent during the term of this Contract for any reason with good cause. For purposes of this Contract, "good cause" shall mean any ground that is put forth by the Superintendent in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system, and may include, but is not limited to, inadequate performance, incompetence, incapacity, insubordination, misconduct (including off-duty behavior that detracts from the position of Interim Assistant Superintendent as a community leader), and economic necessity. Where good cause exists, the Superintendent, may discharge the Interim Assistant Superintendent, and thereby terminate this Contract, provided that the Superintendent shall (a) inform the Interim Assistant Superintendent of the reason(s) for the proposed discharge; and (b) upon written request from the Interim Assistant Superintendent within ten (10) calendar days following notice of the proposed discharge, hold a hearing, at which time the Interim Assistant Superintendent shall have the opportunity to answer the charges against her. The Interim Assistant Superintendent shall be entitled to be represented by counsel at the hearing.

XV. ENTIRE AGREEMENT


This Contract embodies the entire Agreement between the School Committee, under the hiring authority of the Superintendent and the Interim Assistant Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the School Committee, under the hiring authority of the Superintendent, and the Interim Assistant Superintendent. This contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

XVI. INVALIDITY

If a court of competent jurisdiction deems any provision of the Contract invalid, the remainder of this Contract shall continue in full force and effect.

Signed and executed this 1st day of July, 2017.


Malden School Committee


Carol Keenan
Interim Assistant Superintendent