

AGREEMENT
BETWEEN
DR. BRENDA CASSELLIUS
AND
THE BOSTON SCHOOL COMMITTEE

THIS AGREEMENT made this 8th day of May, 2019 by and between the School Committee of the City of Boston, Massachusetts, hereinafter referred to as the "School Committee" or "Committee," and Brenda Lynn Cassellius, hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREAS, the Committee and the Superintendent desire to enter into a written employment contract to describe their expectations, goals, relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their shared commitment to work in unison for the benefit of the children and general community of the Boston Public Schools ("the District");

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. TERM OF EMPLOYMENT

1.1 Term of Employment. The Committee hereby agrees to employ Dr. Brenda Cassellius as Superintendent of Schools effective July 1, 2019 through June 30, 2022 and Dr. Brenda Cassellius hereby accepts such employment on the terms and conditions contained in this Agreement and subject to the provisions of Chapter 613 of the Acts of 1987 and Massachusetts General Laws chapter 71. This agreement supersedes the "At Will Employment" provisions of the "Managerial Employees Condition of Employment" and may be terminated only in accordance with paragraph 10 below. This Agreement may be extended for an additional period of two (2) years in the sole discretion of the Committee, with the consent of the Superintendent, contingent upon a majority of the whole number of Committee members giving the Superintendent a rating of "exemplary" or "proficient" in the end cycle evaluation that takes place on or around June 30, 2021. Notice of the Committee's intent to extend this Agreement or to end the employment relationship upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his/her address of record at least twelve (12) months prior to the Anniversary Date of this Agreement. The "Anniversary Date" of this Agreement is defined as the date on which the Agreement is executed by the Superintendent. If the Committee does not notify the Superintendent at least twelve (12) months prior to the stated expiration date of its intent to extend or terminate this Agreement, the employment relationship shall end upon expiration.

1.2 Contract Year. The "Contract Year" for purposes under this Agreement shall be the period between July 1 and June 30 of the subsequent calendar year.

2. RESPONSIBILITIES, DUTIES, AND CERTIFICATION

The Superintendent shall be the chief executive officer for the Boston Public Schools in accordance with the provisions of Chapter 613 of the Acts of 1987 and Massachusetts General Laws chapter 71. In harmony with the policies of the Committee, applicable local, state, and federal laws and regulations, the Superintendent shall exercise executive authority over the school system and shall have the responsibility for its supervision.

2.1 Administration and Supervision. The Superintendent, by way of example, and not limitation, shall be responsible for hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing her subordinates; developing and recommending strategies for improving instructional quality and student achievement; sustaining and improving the involvement of parents and community institutions in the school system; establishing and implementing sound financial management procedures and otherwise organizing the school system in a manner that best serves the educational needs of the student population, in accordance with the Massachusetts General Laws.

2.2 School Committee Meeting Attendance. The Superintendent shall attend all regular and special meetings of the Committee, unless excused, and may participate in all Committee deliberations, except when matters that relate to her own employment are under consideration. Criticisms, complaints, and suggestions called to the attention of the Committee or individual Committee members by any source shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District to ensure responsiveness to the public and fairness to the Superintendent. The Superintendent shall advise the Committee of the disposition of such matters.

2.3 Work Hours. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, vacations and holidays. Attendance at night meetings and night events are common features of the work. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

2.4 Certification. The Superintendent is eligible for and shall obtain and maintain a valid and appropriate certificate/license qualifying her to act as Superintendent, as required by the Massachusetts General Laws and applicable regulations of the Department of Elementary and Secondary Education for the Commonwealth of Massachusetts ("DESE"), within ninety (90) days of July 1, 2019, or as soon as possible thereafter, as determined by DESE procedures. The Committee may terminate this Agreement in accordance with the provisions of Section 6 if the Superintendent fails to maintain the requisite certification and/or license.

3. STANDARDS BASED EVALUATION

3.1 Standards, Goals and Annual Plan. The Superintendent shall be evaluated by the Committee based on the standards adopted by the Board of Education and DESE pursuant to 603 C.M.R. 35.00 et seq. and applicable law and any additional standards or performance objectives as may be established by the Committee ("Standards"), on a schedule agreed upon by the parties

as set out below. The determination as to whether, in a given Contract Year, the Superintendent has achieved the Standards, and, if so, to what extent and degree of quality, shall be made unilaterally by the Committee in the exercise of its sole discretion.

3.2 Mid & End Cycle Review. On or before the 91st day of school and July 31st of each calendar year the Superintendent shall provide to the Committee and the Committee shall review at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. Her work since the last cycle review will be discussed in relation to the Standards and any additional goals mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement," or "unsatisfactory" in relation to such Standards or goals. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action, and DESE rubrics in support thereof.

3.3 Summative Evaluation. The Committee shall review the Superintendent's progress at end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against Standards. Failure to provide the Superintendent with an evaluation as provided for herein shall not affect the right of the Committee to terminate her employment in accordance with the provisions of Section 8 herein.

4. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 613 of the Acts of 1987, Chapter 71 and Chapter 32 of the Massachusetts General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Committee is responsible for setting the Superintendent's salary and other regular compensation which shall include, in consideration for services provided:

4.1 Salary.

The Committee shall provide the following salary as part of the Superintendent's compensation:

Initial or Base Salary

The Committee shall pay the Superintendent an annual salary of Two Hundred Eighty Thousand Dollars (\$280,000) for the 2019 - 2020 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and shall be set by the Committee each year thereafter following the Committee's public review of the Superintendent's performance as outlined in Section 3 above, and after discussion with the Superintendent in Executive Session.

Minimum Salary Increase

On July 1, 2020 and July 1st of each subsequent year of this Agreement, the Committee will grant the Superintendent a 2% percent increase in salary, or a greater percentage in the sole discretion of the Committee, after considering the Superintendent's performance and evaluation.

At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Section 4, upon resignation, termination, or death shall be paid to the Superintendent or her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

5. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

5.1 Medical/Related Insurances

a. Health

The Blue Cross Blue Shield Plan, HMO or other applicable Health Insurance Program available to employees of the District shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the District, including, but not limited to, premium payments on and during her retirement.

b. Dental Care

The Committee shall make available to the Superintendent a Dental Health Care Program if available to all employees for the Superintendent and her family.

c. Vision

The Committee shall make available to the Superintendent a Vision Health Care Program if available to all employees for the Superintendent and her family.

d. Prescriptions

The Committee shall make available to the Superintendent a Prescription Health Care Program available to all for the Superintendent and her family.

e. Disability Insurance

The School Committee shall reimburse the Superintendent for her contribution to a disability insurance plan available through payroll deduction by the District. The annual amount reimbursed by the Committee for such purpose shall not exceed \$7,500. The Superintendent shall be credited with the paid days as needed to satisfy any reasonable waiting period for collection of benefits under any such disability policy and such days shall not be deducted from the Superintendent's sick leave for purposes of computing sick leave buy-back.

5.2. Life Insurance

In addition to minimum statutory plans or life insurance plans available to other employees in the District, the Committee shall contribute up to \$3,500.00 dollars annually toward the purchase of a life insurance policy selected by the Superintendent. This payment will be made either directly as a premium payment to the company providing such coverage on a schedule determined by the company or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company, in either event with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Superintendent.

5.3. Annuity

As required by law, the Superintendent shall be a member of the Boston Retirement System ("Retirement System") and all applicable contributions to the Retirement System shall be deducted from the Superintendent's compensation. The School Committee shall reimburse the Superintendent for her required contribution to the Retirement System, which is 11% of her annual salary, which sum may be used at the Superintendent's discretion to fund a §403b annuity.

5.4 Sick Leave

The Superintendent shall be credited with fifteen (15) sick days per Contract Year in accordance with applicable policies of the District as such may change from time to time and may accumulate unused accrued sick leave days. Such sick leave accrual shall be prorated for service of less than a full Contract Year. In addition to using accrued sick leave for the Superintendent's own personal illness or disability, in accordance with District policy for management employees, the Superintendent may utilize sick leave to care for an ill or injured spouse, child, parent or dependent up to the maximum permitted by such policy or by applicable federal or state laws.

5.5 Technology

The Committee shall provide access to and use of a smartphone, laptop computer and/or a tablet computer at the Superintendent's request, and shall refresh such equipment at regular intervals as consistent with standard Boston Public Schools policy for management employees. Use of such equipment shall conform to Boston Public Schools policy at all times.

5.6 Vacation and Holidays

The Superintendent shall be entitled to twenty-five (25) paid vacation days per Contract Year accrued at a rate of 2.5 days per month. The Superintendent may buy back and/or carry over unused, accrued vacation days in accordance with applicable policies of the District as such may change from time to time.

The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other District management employee.

6. EXPENSES

6.1 Reimbursements and Payments for Work Related Travel.

- a. Out of District Travel. Out of District travel expenses and reasonably necessary food and lodging for attendance at Committee, community events, or other duties or professional activities shall be reimbursable to the Superintendent.
- b. Automobile. The Superintendent shall be provided a monthly transportation allowance of \$500 a month for the use of her personal vehicle and other transportation methods such as ride share or MBTA. Such allowance shall be in lieu of providing the Superintendent with an automobile or mileage reimbursement.
- c. Any other work-related expenses reasonably incurred by the Superintendent shall be reimbursed by the Committee upon submission of a written voucher for the same.

6.2 Professional Conferences, Dues and Expenses. The School Committee encourages the Superintendent to participate in activities that provide professional development and growth and bring recognition to the Boston Public Schools. The School Committee shall pay reasonable fees and expenses for professional, civic and public service memberships and for attendance by the Superintendent at professional, civic and public service conferences and activities, provided that such conferences and activities are associated with the performance of the duties of Superintendent. The Superintendent shall provide the School Committee with reasonable prior notice of the dates for participation in all such conferences and activities.

Recognizing the nature of the difficult work facing the Superintendent and the need for a thought partner and strategic advisor and executive coach, the Committee will provide for expenses of an executive coach of the Superintendent's choosing for the term of this agreement up to ten thousand dollars (\$10,000.00) in any given contract year. The Superintendent will use this service to assist the School Committee in the overall evaluation of the Superintendent and the performance of her duties as Superintendent.

Given the Superintendent's national work and reputation, she is often asked to attend conferences and share best practices or participate in scholarly activities. This will be at the discretion of the Committee Chair. The Superintendent should provide adequate time and advance notice to the Chair of at least one week prior. It is reasonable that a request could come with shorter notice, and if such a request occurs, the Superintendent will make every effort to inform and consult with the Chair of the School Committee. The Superintendent will not accept honorariums or elicit fees for such participation for personal gain, however, if an honorarium or fee is paid, upon approval of the School Committee the Superintendent can accept it on behalf of the Boston Public Schools and deposit it in a special activities account that will be established for the use of an angel fund for students who cannot afford fees for co-curriculars, clubs and other activities as the Superintendent sees fit.

The Superintendent may participate in paid for services with prior approval from the Committee Chair, provided that such arrangement complies with the state conflict of interest law,

Massachusetts General Laws chapter 268A. If the Superintendent does participate she will take vacation days.

7. RESIDENCY, RELOCATION AND LIVING EXPENSES

7.1. Residency. The Superintendent agrees to maintain residency in Boston throughout the term of this Agreement.

7.2. Relocation Expenses. The Committee shall reimburse the Superintendent for all reasonable and necessary out-of-pocket expenses associated with moving her household possessions to Boston. The Superintendent agrees to obtain quotations to pack and move her possessions from at least two (2) responsible bidders and to select the bid from the lowest bidder for such move. The Superintendent shall provide the Committee with receipts for such reimbursement. As it is the Superintendent's intent to familiarize herself with the various areas and neighborhoods of the City by periodically changing her residence within the City, the Committee will pay relocation expenses for such intra-city relocation, not to exceed one time every twelve (12) months on the same terms as applied on the original relocation to Boston.

7.3. Temporary Transition Assistance. The Committee shall pay the Superintendent temporary transition assistance a housing stipend given that the Superintendent is relocating and the expense of housing in Boston and the reality that she has a home in Minnesota. The Committee agrees to provide the Superintendent with temporary transition assistance in the amount of one thousand dollars (\$1,000) per month for twelve (12) months to assist the Superintendent in obtaining and maintaining temporary housing and/or a permanent residence in Boston during the period (not to exceed twelve (12) months) when she is seeking to move her family to Boston. The Committee may endeavor to raise external funds to provide the Superintendent with temporary assistance during such a transition period.

8. OTHER BENEFITS AVAILABLE TO DISTRICT PERSONNEL

In addition to the compensation specified in Sections 4 and 5 of this Agreement, and except as otherwise provided herein, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee including, but not limited to, vacation leaves, illness benefits and sick leaves; health, dental, disability, life and other forms of insurance protection; paid leaves, of any kind; retirement programs; tax sheltered annuities; and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District management employees.

9. MEDICAL EXAMINATION

The Superintendent agrees to submit to a comprehensive examination by a registered physician(s) not less than once every Contract Year, to determine the Superintendent's fitness to perform the essential functions of his position with or without reasonable accommodation(s). The School Committee shall pay the cost for such examinations. The Superintendent shall authorize the physician(s) to send the results of such examinations to the School Committee Chair, and the medical certificates shall be maintained as part of the Superintendent's medical file.

10. DISCHARGE

10.1 By the School Committee With Cause. The Committee, by majority vote, may suspend the Superintendent for just cause at any time during the life of this Agreement and may terminate her employment for just cause by a vote of three-fifths of the whole number of its members on thirty (30) calendar days' notice, provided that in the case of termination, the Committee shall provide the Superintendent with a written termination notice with the reason(s) for such termination and shall offer to meet with the Superintendent within thirty (30) calendar days of such written termination notice to review the decision to terminate. The decision of the Committee shall be final and binding, subject to such judicial review as may be provided under applicable law.

10.2 By the School Committee Without Cause. The Committee may terminate this Agreement and the Superintendent's employment at any time without cause by providing the Superintendent with 120 days' prior notice. In addition to such notice, the Committee shall pay the Superintendent an early termination payment equal to twelve (12) months of the then current base salary for the Superintendent except that if such termination occurs in the last Contract Year (either 7/1/2021-6/30/2022 or, if the Agreement is extended, 7/1/2023-6/30/2024), the early termination payment shall be equal to twelve (12) months of the then current base salary or the remainder of the annual base salary for the term of the Agreement, whichever amount is lower. In the event of a termination pursuant to this Section 9.2, with the exception of the early termination payment and the payment for all accrued, unused vacation days, if any, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

11. RESIGNATION

The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than one hundred ninety (90) days' advance notice. In the event of termination pursuant to this paragraph, and with the exception of payment for all unused, accrued vacation days, if any, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive any compensation and benefits payable after the effective date of the Superintendent's resignation.

12. SALARY DEDUCTIONS

This Agreement shall conform to the regulations governing deductions from the stated compensation with reference to withholding tax, teachers' retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This Agreement shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

13. DISPUTE RESOLUTION

In the event that a dispute arises, the Superintendent and the Committee will discuss the use of alternative dispute resolution (ADR). Neither the Superintendent nor the Committee shall be prevented from filing a suit or administrative action if ADR does not occur or is unsuccessful.

14. INDEMNIFICATION

In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee shall indemnify and hold harmless the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of her employment or under the direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to: (a) actions by the Committee to discipline, suspend, and/or terminate the Superintendent; (b) any action by the Committee to separate the Superintendent from employment pursuant to Sections 2.4 and/or Sections 9.1, 9.2, and 10.1; and (c) any actions or proceedings arising out of or related to this Agreement and/or the Superintendent's employment with the Committee in which the Superintendent and Committee are adverse parties. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable. As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the time she is served with any summons, complaint, process, notice, demand, or pleading, deliver a copy of the same to the Committee. Upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her last effective per diem rate of pay.

This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

15. 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 writing signed by the party against whom enforcement thereof is sought.

16. 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.

17. GOVERNING LAW

This Agreement shall be interpreted, enforced, governed and construed under, and in accordance with, the laws of the Commonwealth of Massachusetts.

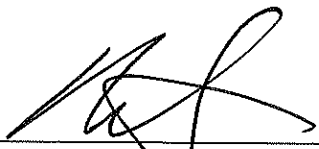
18. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which will be deemed to be an original,

and both of which taken together will be deemed one and the same instrument.

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IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in complete on the day and year first written above.



Michael Loconto
School Committee Chair



Dr. Brenda Cassellius
Superintendent