



Lowell Public School Committee

Special Meeting Agenda

Date: September 12, 2018

Time: 7:30PM

Location: LPS Central Office Administration,
155 Merrimack Street, 5th Floor, Lowell, MA
01852

1. **SALUTE TO FLAG**

2. **ROLL CALL**

3. **NEW BUSINESS**

3.i. Day School Custodial Services

Documents:

[DAY SCHOOL CUSTODIAL SERVICES.PDF](#)

3.ii. Approval Of Acting Superintendent's Recommendation To
Appoint Frederick McOsker As Acting Assistant
Superintendent For Student Support Services

Documents:

[7SEP VERSION PROPER NAME.PDF](#)

4. **ADJOURNMENT**

Lowell Public Schools • 155 Merrimack Street • Lowell, MA 01852 • P: 978.674.4324 •
<http://www.lowell.k12.ma.us/>

Day School Custodial Options:

	Rate	Days	Hours	
Option 1	32.04	180	4	\$ 23,068.80
Option 2	Leaseholder Option Lowest quote obtained by the Daley Group. We had sought our own quotes and they ranged from \$35,000 to \$51,000 May require additional overtime costs to cover hard to meet needs			\$ 29,000.00
Option 3	Leaseholder Option for Day School Use Advantage Plus for Central Office Move part time Central Office custodian to Rogers for adequate coverage Offset from savings due to City covering abatement costs			\$ 29,000.00 \$ 35,000.00 \$ - \$ 64,000.00 \$ (50,000.00) \$ 14,000.00

ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES

This AGREEMENT made and entered into this ___th day of September, 2018, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE", and Frederick McOsker hereinafter referred to as the "ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES."

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

1. EMPLOYMENT:

The COMMITTEE hereby employs Frederick McOsker as the ACTING SUPERINTENDENT FOR STUDENT SUPPORT SERVICES of the public schools of Lowell and Frederick McOsker hereby accepts employment on the following terms and conditions:

2. TERM:

Frederick McOsker shall be employed for up to a 4-month period commencing on September 10, 2018 and lasting no longer than December 31, 2018. It is agreed that the COMMITTEE may end Frederick McOsker's employment as ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES earlier than December 31, 2018, with two week's notice if the current ACTING SUPERINTENDENT returns to this position, or if this position is posted and filled with a permanent hire. This employment as ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES may also end prior to December 31, 2018 if Frederick McOsker is terminated for cause as stated herein.

3. COMPENSATION:

ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be paid an annual salary of One Hundred Twenty-Three Thousand Three Hundred Fifteen (\$123,315.00) Dollars for the 2018-2019 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. This salary will be prorated as per the actual starting date of employment.

4. SEVERANCE CLAUSE:

At the time of the ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES' retirement, death, termination, the ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES or his estate will receive 100% of all accrued vacation.

5. TERMINATION:

In the event that said ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES desires to terminate this contract before December 31, 2018, he may do so if he gives at least thirty (30) days written notice of his intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation. Otherwise, termination of the ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.

6. DUTIES:

The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall perform faithfully to the best of his ability, the duties of Assistant Superintendent for Student Support Services, as outlined in the attached exhibit marked "A".

7. CERTIFICATE:

The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall furnish and maintain throughout the term of this contract valid and appropriate certificates qualifying him to act as an assistant superintendent for Student Support Services of the Lowell School Department 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:

The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES may accept speaking, writing, lecturing, or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES:

The COMMITTEE shall reimburse the ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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 ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES in the performance of his duties (i.e. acting within the scope of his employment, while traveling to and from work. During such travel time, his employment relationship is suspended for the

purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM:

The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS:

The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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 the ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION:

The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall earn five (5) vacation days for this 4-month period of employment. These vacation days will be earned at a rate of "two (2) days per month" for the first month, and "one (1) per month" for each following month until a total of 5 vacation days is reached. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or his estate) in the next pay period following resignation, retirement, 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.

13. SICK LEAVE:

Non-Applicable due to Paragraph 19.

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 his official duties or employment.

15. PERSONAL DAYS:

Non-Applicable due to Paragraph 18.

16. PERFORMANCE:

(a) The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and the ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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.

17. EVALUATION:

The ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool.

18. PREVIOUS CONTRACT:

The SCHOOL COMMITTEE and Frederick McOsker have negotiated that this agreement, when executed, shall take the place of Frederick McOsker's existing Principal Contract. That Contract, which covered a time period of July 1, 2017 through June 30, 2020, and which was signed on August 2, 2017, shall be considered null and void per the Agreement of the Parties; however, as a condition of such, the Parties agree that Frederick McOsker shall retain his rights to cash in one-third of his sick leave balance as provided for in the LSAA Collective Bargaining Agreement, and further conditioned within the above principal contract. Additionally, he shall retain his sick days and personal days provided for in that contract which have already vested. In consideration of such, the parties agree that he shall not be eligible for additional sick days and personal days within this agreement.

19. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the COMMITTEE and the ACTING ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES 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.

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.