

**CONTRACT FOR EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT made and entered into this 9th day of May, 2019, by and between the City of Worcester, acting by and through its School Committee (the "Committee"), and Maureen F. Binienda, of Worcester, Massachusetts ("Mrs. Binienda").

WHEREAS, the Committee has authority under the Worcester Home Rule Charter, Article IV, Section 4-1(d)(2), to appoint a superintendent of schools and to award an employment contract under authority of section thirty-seven of chapter seventy-one of the General Laws; and

WHEREAS, on March 14, 2016, the Committee voted to select Mrs. Binienda as the superintendent of schools and entered into a contract of employment with a term ending June 30, 2019; and

WHEREAS, the Committee and Mrs. Binienda have agreed to award a successor contract for an additional three years, through June 30, 2022, such contract to provide for the salary, fringe benefits and other conditions of employment of Mrs. Binienda ; and

WHEREAS, on May 9, 2019, the Committee authorized the Mayor to execute this agreement on its behalf;

NOW THEREFORE, the Committee and Mrs. Binienda, in consideration of the mutual covenants herein specified, agree as follows:

1. TERM

The Committee, in consideration of the promises herein contained of Mrs. Binienda, hereby employs Mrs. Binienda as Superintendent of Schools for a term ending on June 30, 2022.

2. PROFESSIONAL RESPONSIBILITIES AND LICENSURE.

A. DUTIES AND RESPONSIBILITIES.

Pursuant to the vote of appointment adopted by the Committee, Mrs. Binienda shall continue to serve as Chief Executive Officer and Chief Educator of the Worcester Public Schools ("WPS"). She shall possess all the powers, duties, rights and privileges vested in the office of superintendent of schools by the Worcester Home Rule Charter and the General Laws of Massachusetts. Mrs. Binienda shall exercise such powers, duties, rights and privileges in accordance with said charter and the laws of the Commonwealth of Massachusetts and the United States of America. Mrs. Binienda shall have charge of the administration of the schools subject to the policy directives adopted by the Committee.

The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget and the direction of employees shall be through Mrs. Binienda. Such duties and responsibilities shall be performed and discharged by Mrs. Binienda or her staff under her direction in accordance with the policies of the Committee and law.

Mrs. Binienda or her designee shall have the right to attend all regular and special meetings of the Committee (other than executive sessions) as well as any subcommittee of the Committee, and she or her designee shall serve as the advisor to the Committee or the subcommittee as the case may be, and make recommendations on matters affecting the administration of the WPS.

Mrs. Binienda will also perform such other duties and responsibilities as may from time to time be assigned to her by the Committee.

Mrs. Binienda may select support staff, and such individuals shall serve at her pleasure and as confidential employees.

B. LICENSE.

Mrs. Binienda shall furnish and maintain throughout the term of her employment as superintendent a valid and appropriate license qualifying her to act as superintendent as prescribed by Chapter 71, Section 38G of the Massachusetts General Laws. The certificate shall be furnished on or before May 31, 2019.

C. RESIDENCY REQUIREMENT.

Mrs. Binienda shall maintain legal residence and domicile within the City of Worcester during the term of this contract.

3. COMPENSATION.

A. ANNUAL SALARY.

Mrs. Binienda shall be paid an annual salary of Two Hundred and Fifteen Thousand Dollars (\$215,000.00), effective July 1, 2019. The Committee shall increase the annual salary to Mrs. Binienda by the amount of at least two percent (2%) annually, effective July 1, 2020. At no time shall the annual salary of Mrs. Binienda be decreased during the term of this contract.

B. PAYMENT SCHEDULE.

The aggregate annual salary paid Mrs. Binienda shall be paid in equal installments convenient to the parties.

C. EVALUATION.

The Committee will evaluate Mrs. Binienda's performance on an annual basis beginning in November 2017, and will do so in full compliance with the applicable requirements of law and of the rules, regulations, procedures and guidelines of the Massachusetts Department of Elementary and Secondary Education ("DESE"). Mrs. Binienda will also identify measurable outcomes against which she would recommend that her performance be evaluated.

In order to participate in the annual evaluation of Mrs. Binienda, a Committee member must have served on the Committee, current or prior, for at least six months while Mrs. Binienda was in office.

4. VACATION LEAVE AND OTHER BENEFITS.

A. VACATION AND SICK LEAVE.

Mrs. Binienda shall receive twenty-five (25) working days per year as vacation leave, exclusive of legal holidays, and fifteen (15) sick leave days per year. Vacation leave and sick leave shall be taken in accordance with Committee policy. Mrs. Binienda is entitled to accrue up to forty (40) days of vacation leave and up to 200 days of sick leave, which shall include, and not be in addition to, any days earned or accrued by her during her employment with the WPS prior to the date of this Agreement. In the event that during the term of this Agreement, in order to provide essential services to the Committee, Mrs. Binienda may not be able to use all of her earned vacation in a year and/or be unable to schedule vacation at a desirable time. Therefore, the Committee shall annually, on or about June 30th, compensate Mrs. Binienda in cash in exchange for up to ten (10) unused vacation days at her daily rate of compensation then in effect.

Mrs. Binienda shall be entitled to continue her participation in the sick leave bank, subject to the approval of the Educational Association of Worcester.

Should this contract be terminated for any reason or in any manner whatsoever, Mrs. Binienda shall be paid for all earned and accumulated but unused vacation days from the contract year in which termination takes place at the rate of her then current salary.

B. HEALTH INSURANCE.

Mrs. Binienda shall be entitled to all insurance benefits (medical, dental, hospital and life) during the duration of this contract, to which other administrators whose service begins on or after May 24, 2016 are then entitled, such benefit not to reduce other benefits expressly provided for in this Agreement or to be agreed upon in the future.

C. ANNUITY.

The Committee, at the request of Mrs. Binienda and in accordance with state law, shall

withhold and transfer an amount of salary annually or semi-annually or monthly, said amount to be determined by Mrs. Binienda, from her annual salary into any annuity or retirement program she might choose. The Committee shall also make a contribution to a tax-sheltered annuity plan, 403(b) plan, 401(a) plan, deferred compensation plan, other retirement-related fund or expenditure, or any combination thereof, at Mrs. Binienda's choice, consistent with Internal Revenue Code and Massachusetts General Laws and regulations, in an amount of 3% of her annual salary, annually on or about July first of each year or upon such other schedule as may be agreeable to Mrs. Binienda.

D. PROFESSIONAL MEMBERSHIPS.

The Committee shall annually provide funds for membership in, or subscription to, appropriate professional organizations, subject to fiscal constraints and in any event at the discretion of the Committee.

E. DISABILITY INSURANCE.

Subject to the cost limitations set forth below, the Committee agrees to maintain long-term Disability Income Plan insurance to the extent that Mrs. Binienda becomes unable to perform her duties due to illness or accident as determined by the plan. She shall be compensated at the rate of seventy percent (70%) of her salary until she is able to return to work. The cost to the Committee as to this policy or policies is not to exceed \$1,649.88 per year, although Mrs. Binienda may, at her discretion, pay to the Committee any additional sums required to maintain policy coverage at the level provided herein. Should Mrs. Binienda become disabled under the terms of this policy or policies, she shall receive her regular salary, and other benefits under this contract, pro-rated, during any waiting period which precedes the commencement of disability payments under the policy or policies. This section shall be interpreted to allow Mrs. Binienda to continue her current disability coverage through the WPS at its current cost to her, which amount shall be included in the \$1,649.88 allowance.

F. LIFE INSURANCE.

The Committee, at its cost, shall provide Mrs. Binienda with life insurance with a death benefit of two times her salary, rounded to the nearest thousand dollars, provided Mrs. Binienda meets the ordinary requirements of the insurer. Mrs. Binienda shall be allowed to name all beneficiaries under this policy. The cost of this policy shall not exceed three thousand dollars (\$3,000) per year.

G. BEREAVEMENT LEAVE.

Mrs. Binienda shall be entitled to five (5) consecutive days of leave without loss of pay in the case of death of a spouse, parent, mother-in-law, father-in-law, brother, sister, child, son-in-law, daughter-in-law, or relative living in the same household, or someone who has acted in loco parentis in Mrs. Binienda's family. In the case of death of a grandparent, grandchild, cousin, niece, nephew, aunt, uncle, brother-in-law or sister-in-law, up to two

(2) days.

H. HOLIDAYS.

Mrs. Binienda will be entitled to all holidays made available to non-bargaining unit employees of the WPS.

5. STATE RETIREMENT ASSOCIATION.

Mrs. Binienda shall be a member of the Teachers' Retirement System as required by the Massachusetts General Laws.

6. PROFESSIONAL GROWTH.

The Committee expects Mrs. Binienda to continue her professional development and expects her to participate in relevant learning experiences. Subject to fiscal constraints and appropriation thereof, Mrs. Binienda should attend appropriate professional meetings at the local and state level, and out-of-state meetings with prior approval of the Committee. The actual and reasonable expenses of said attendance will be paid from the current operating funds of the school system in an amount and manner prescribed by Committee policy. Mrs. Binienda shall file itemized expense statements with the Chief Financial Officer for reimbursement of these expenses in accord with Committee policy. Reimbursement of actual expenses in excess of the Committee-approved per diem limits must be specifically approved by the Committee.

7. EXPENSES.

The Committee shall reimburse Mrs. Binienda for reasonable expenses she might incur in the performance of this Agreement in the amount and manner prescribed by Committee policy. The Committee recognizes that Mrs. Binienda shall incur such expenses from time to time as the Committee's representative in the pursuit of educational excellence, to secure private funding and grants, for attendance at appropriate local, state and national meetings and conferences and for other reasons. Mrs. Binienda shall file itemized expense statements with the Chief Financial Officer for reimbursements of these expenses. The Committee shall have authority to review and approve such reimbursements.

8. TRANSPORTATION.

The Committee requires that Mrs. Binienda, as a condition of her employment, make use of her personal vehicle in the performance of her duties under this contract. In lieu of a "per mile and tolls" reimbursement, Mrs. Binienda will receive monthly payments of \$550.00 as a reasonable estimate of the expense of using her personal vehicle in the performance of her duties under this contract.

9. TECHNOLOGY SUPPORT.

The Committee shall provide Mrs. Binienda with a laptop computer (or iPad) and a home printer for effective modern communication. All reasonable maintenance and other

monthly recurring charges for this electronic equipment shall be at the expense of the District and all such equipment shall remain the property of the District. The Committee shall furnish Mrs. Binienda one (1) iPhone or similar cellular communications device and shall pay all monthly charges on account thereof.

10. PROFESSIONAL LIABILITY.

The Committee agrees that it shall defend, hold harmless and indemnify Mrs. Binienda from any and all demands, claims, suits, actions and legal proceedings brought against her in her official capacity, or in her individual capacity as agent and employee of the Committee, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while Mrs. Binienda was acting within the scope of her employment; and provided further, that such liability coverage is within the authority of the Committee to provide under state law. The Committee shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this Agreement and any extensions thereof. In no case will individual Committee members be considered personally liable for indemnifying Mrs. Binienda against such demands, claims, suits, actions and legal proceedings.

11. PERIODIC EXAMINATION.

Mrs. Binienda shall submit to a physical examination once during the first year of this Agreement, and she shall file immediately thereafter the examining physician's report, in summary form only, thereof with the Human Resource Office of the WPS, for availability to the Committee. Mrs. Binienda will notify the Human Resource Manager as to the choice of her physician, and the school department will bear the reasonable cost of any aspect of the examination which is not covered by her health insurance.

12. CONSULTATIVE WORK.

Mrs. Binienda shall confine compensated professional and employment activities to the performance of her duties under this contract except to the extent permitted by this section. Mrs. Binienda may, on an occasional, short-term basis, and with the approval of the Chair of the Committee, undertake writing and speaking engagements, teach a class or seminar and engage in consultative work for other school districts or educational agencies. Mrs. Binienda may accept compensation for these activities without loss of pay under this Agreement provided that they are accomplished only during vacation, holiday or other non-working time, excepting sick leave. Such activities shall not interfere, conflict or be incompatible with the performance of the duties required of Mrs. Binienda under this Agreement and shall at all times comply with the Standards of Conduct for Public Officials and Employees set forth in Chapter 268A of the General Laws. Nothing in this section shall prohibit or pertain to participation in professional development or other professional activities typically associated with the performance of the duties of a superintendent of a major urban school district in Massachusetts.

13. TERMINATION.

A. BY MRS. BINIENDA.

Mrs. Binienda may terminate this contract at any time before the term would otherwise expire by giving advance notice of her intention to the Committee at least one hundred eighty (180) days prior to the selected termination date. The Committee requests that Mrs. Binienda make every effort to set a termination date that corresponds with the end of the academic year unless unforeseen circumstances arise.

B. BY COMMITTEE.

Without cause, the Committee may, at its option, and by a minimum of ninety (90) days' notice to Mrs. Binienda, unilaterally terminate this Agreement during its term without cause by a two-thirds (2/3) vote of its membership.

C. TERMINATION OF AGREEMENT BY COMMITTEE FOR GOOD CAUSE.

The Committee may terminate this Agreement without further financial obligation, for good cause.

The Committee may terminate Mrs. Binienda for good cause, thereby terminating this Agreement prior to the expiration date stated above, provided Mrs. Binienda has been given an opportunity for a hearing before the Committee. An affirmative vote of a majority of the members of the Committee is required for termination for good cause. The hearing will be conducted complying with Massachusetts General Laws, Chapter 30A, Sections 18-25.

The Committee will provide Mrs. Binienda with thirty (30) calendar days' notice of said hearing as well as a written charge or charges and the cause or causes for the proposed discharge. Mrs. Binienda's counsel shall be allowed to speak for and participate on behalf of her. Mrs. Binienda, upon timely request, will receive, at least seven (7) business days prior to the hearing, copies of all relevant documents on which the Committee intends to rely for said proposed termination.

D. SEVERANCE.

Upon the effective date and time of any removal of Mrs. Binienda from the office of superintendent by the Committee, as described in subsection B above of Section Thirteen of this Agreement (i.e., termination without cause), the Committee shall pay Mrs. Binienda a severance package continuing for a period of Twelve (12) consecutive months or until such time as Mrs. Binienda secures and commences other comparable employment, or she retires from the Massachusetts Teachers Retirement System, or the termination date of this Agreement, whichever comes first, consisting of her then current annual salary and benefits as stated in this Agreement, including any applicable benefits afforded administrators generally within the District, all deferred compensation payments due and

payable through the severance period, the employer's share of all health insurance premiums, continuation of her disability and life insurance reimbursement benefits, except that Mrs. Binienda shall not accrue sick, vacation or other leave after the date of removal, nor shall she be entitled to reimbursement of travel, transportation, personal vehicle use or professional expenses incurred after such date. The Committee shall pay the annual salary portion of the severance benefit in the same periodic installments as agreed to under Paragraph 3 (A) and (B) herein commencing with the next pay period after the effective date of any such removal. Any payments received by Mrs. Binienda from the Massachusetts Teachers Retirement System shall be offset against the salary portion of the severance benefit hereunder. The Committee shall not be obligated to pay any severance package if any removal is due to any cause, criminal behavior or moral turpitude on Mrs. Binienda's part.

It is understood that during any period in which Mrs. Binienda receives severance pursuant to this Agreement, she shall be deemed to be in full employment with the WPS and eligible to exercise her right to retiree health benefits after the severance payments end and upon her retirement. In the event that Mrs. Binienda receives severance under the provisions of this Agreement, she shall immediately become eligible for the benefits as set forth in Paragraph 14 below.

14. BENEFITS.

Upon termination of this Agreement, except for dismissal for good cause, Mrs. Binienda shall be entitled to receive compensation for unused accumulated sick leave at the rate of ten dollars (\$10.00) per day for the first one hundred sixty five (165) days and twenty-five dollars (\$25.00) per day for any days accumulated between one hundred sixty six (166) days and two hundred (200) days. If she provides one year advance notice of her separation, she shall receive payment for fifteen (15) days at her per diem rate of pay, in lieu of the benefits set forth in the preceding sentence.

15. AMENDMENT.

This Agreement may be amended during its term only by the mutual written consent of the Committee and Mrs. Binienda.

16. SAVINGS CLAUSE.

If during the term of this Agreement, it is found that a specific clause of the Agreement is not lawful or enforceable under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

17. LAW.

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

18. ENTIRE AGREEMENT.

The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this Agreement which are not expressly contained in this instrument.

19. COUNTERPARTS.

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 9th day of May in the year 2019.

**CITY OF WORCESTER
SCHOOL COMMITTEE**



Joseph M. Petty, Mayor

MAUREEN F. BINIENDA



Maureen F. Binienda

Approved as to legal form.



David M. Moore
City Solicitor