

CONTRACT OF EMPLOYMENT
between
THE LINCOLN SCHOOL COMMITTEE
and
[REDACTED]

This Contract of Employment (hereinafter "the Contract") is made this 23rd day of March, 2017 by and between the Lincoln School Committee acting on behalf of the Town of Lincoln, Massachusetts, (hereinafter referred to as "the Committee") and [REDACTED] (hereinafter referred to as "[REDACTED]" or "the Superintendent"). Now, therefore, the parties do hereby agree to the following:

1. DUTIES AND FUNCTIONS

The Superintendent shall faithfully perform to the best of her ability the duties of Superintendent of Schools. She shall serve as the Executive Officer of the Committee and under its general direction, shall be responsible for the management and supervision of the Lincoln Public Schools. In general, she is responsible for the duties of a superintendent as detailed in the Massachusetts General Laws and as defined in the job description of the Superintendent of the Lincoln Public Schools, attached hereto, as such description may be amended from time to time. Specifically, she shall have the responsibility to organize the professional, administrative, supervisory and ancillary staff; she shall review and approve all appointments made by building principals and, where applicable, be responsible for the appointment and assignment of direct reports; she shall be responsible for evaluating direct reports; she shall also have the responsibility to put into effect the policies and goals for the Lincoln Public Schools as approved by the Committee. The Superintendent shall have the right to attend all Committee meetings, serve as an ex-officio member of all Committee subcommittees, and provide administrative recommendations on each item of business considered by the Committee.

2. TERM

The term of this Contract shall cover the period commencing on July 1, 2017 and ending on June 30, 2020.

3. CERTIFICATION

The Superintendent shall furnish and maintain throughout the term of this Contract, a valid and appropriate certification/license from the Massachusetts Department of Elementary and Secondary Education to act as Superintendent, as required by Massachusetts General Laws, Chapter 71, § 38G.

4. EVALUATION

The Committee agrees to evaluate the Superintendent annually, including providing an annual written evaluation of the Superintendent's performance, consistent with School Committee policies CBI and CBI-R, DESE regulations and any other statutory requirements. The Superintendent's mid-year formative assessment shall be conducted and completed each spring, prior to town elections and shall be based on the Superintendent's job description, her annual goals, and the Massachusetts Department of Elementary and Secondary Education's "Standards and Indicators of Effective Administrative Leadership Practice." The formative assessment shall be used to determine if the School Committee will enter into compensation negotiations with the Superintendent.

Nothing in this Contract will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. Prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, Committee members will be given the opportunity to meet with the Superintendent to discuss the Superintendent's performance.

5. COMPLAINTS

The Committee, individually and collectively, will refer to the Superintendent all criticisms, complaints and suggestions for study and recommendations. The Committee will refer, in writing, those criticisms and complaints regarding the Superintendent that it considers to be of a serious nature so that the Committee and the Superintendent may maintain adequate documentation of the matter and any subsequent action of future reference.

6. REGULAR COMPENSATION

The Superintendent's regular compensation shall include, in consideration for services provided:

A. SALARY

The Committee shall provide the following salary as part of the Superintendent's compensation for all services rendered:

1. Salary: The parties will meet and complete negotiations for salary and other financial compensation no later than ninety (90) calendar days prior to the start of each successive contract year. For the period from July 1, 2017 until June 30, 2018, the Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of her duties and responsibilities as Superintendent of Schools, a salary at the annualized rate of one hundred ninety-five thousand six hundred seventy four dollars (\$195,674).

2. Payment Schedule: 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 Article, due upon resignation, termination, or death shall be paid to the Superintendent or her estate in the pay period next following same of upon

appointment of a fiduciary for the estate.

3. Reduction Only with Consent: The Superintendent's salary shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto without her express consent.

B. INSURANCE AND OTHER REGULAR COMPENSATION FOR SERVICES

1. Group Health and Dental Insurance: The Town of Lincoln Health and Dental Insurance Programs available to employees of the Committee shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the Town of Lincoln.

2. Disability Insurance: The School Committee shall pay the annual premium of the cost of the Superintendent's disability insurance. Said payment(s) shall be made directly to the provider.

3. Sick Leave: Upon hire, the Committee credited the Superintendent with thirty (30) sick days "up front." The Superintendent shall be credited with fifteen (15) sick days annually commencing the first day of each fiscal year of this Contract. The Superintendent may carry over any unused sick days from one fiscal year to the next, up to a maximum of 180 sick days, for her use during the term of the Contract. Extended sick leave may be granted at the discretion of the Committee, and the Superintendent, at the request of the Committee, shall provide a physician's certification of illness. Unused sick leave shall not be paid out upon termination or non-renewal of her employment. In any one fiscal year, the Superintendent may take up to 15 days sick leave for the illness of an immediate family member, as needed within her accumulated sick leave, and the Committee, at its discretion, may grant additional days upon request. For purposes of sick leave, "immediate family member" is defined as a spouse, child or parent of either the Superintendent or her spouse. Upon use of more than 15 days of sick leave in any fiscal year, the Superintendent at the request of the Committee, shall provide a physician's certification of illness. The Superintendent shall provide the Committee Chair with advance notice, whenever possible, of such leave. Any unused sick days, not to exceed the maximum of 180, that would have accrued since July 1, 2012 will be credited to the Superintendent on July 1, 2017. Accumulated sick leave will not be used for salary settlement purposes.

4. Absence for Personal Reasons: The Superintendent may be absent for personal reasons up to five (5) days in the year with full pay if the Superintendent submits such request for absence in writing to the Committee Chair five (5) days in advance. The Superintendent is not required to state the reason for the request. Personal leave is intended to be used in emergency situations for transacting or attending to imperative household legal business or family matter which are impossible to schedule during non-school hours. In making the request, the Superintendent must use her professional judgment taking time away from duties.

Personal leave will generally not be granted for the day immediately before or after holidays and vacations. Personal days may not be used to get an early start on, or to lengthen a holiday or vacation, or to simplify travel arrangements. In the case of emergency, notification can be made by phone to the Committee Chair, followed by written notification after or during the absence. Personal leave is non-

cumulative.

5. Bereavement Leave: The Superintendent shall be allowed five (5) days absence in the event of the death of a parent, child, spouse, sibling, parent-in-law, or member of the Superintendent's immediate household or close friend; three (3) days in the event of the death of a grandparent or grandchild; and one (1) day in the event of the death of any other relative. Such leave shall be at full pay.

6. Vacation and Holidays

a. Vacation: The Superintendent shall be entitled to twenty-five (25) paid vacation days annually. The Superintendent shall be credited with the total annual allotment of vacation days "upfront" on July 1st of each year and may use said days upon approval of the Committee Chairperson.

The Superintendent may carry over five (5) days of vacation each contract year up to a maximum of ten (10) days of accrued vacation carryover. The Superintendent has the option of selling back up to five (5) accumulated but unused vacation days each contract year at her then per diem rate.

b. Settlement: All accumulated vacation time will be paid to the Superintendent (or her 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 Superintendent is required to work.

c. Holidays: The Superintendent shall be entitled to all holidays recognized by the Committee and made available to any other Committee employee.

7. Travel Allowance: The Superintendent will receive a \$3000 travel allowance to cover routine District travel related to her duties as Superintendent.

C. STANDARD EQUIPMENT

The Superintendent shall be supplied with standard equipment supplied to other administrators within the school district, including technology. Upon the Superintendent's departure, all standard equipment, including technology, shall be returned to the school district.

7. EXPENSES RELATED TO EMPLOYMENT

A. REIMBURSE PAYMENTS FOR PROFESSIONAL CONFERENCES AND WORK RELATED TRAVEL

1. Professional Conferences and Other Travel Expenses: Other out-of-District travel expenses, expenses for food, lodging and registration expenses for professional conferences or coursework shall be paid to the Superintendent up to a maximum amount, to be determined no later than ninety (90) calendar days prior to each contract year covered by this Contract, in any school year upon presentation of bills or other documentary evidence of payment.

B. PROFESSIONAL DUES

The Committee encourages the Superintendent's participation in professional associations and shall pay all dues and associated costs of membership for the Superintendent in the Massachusetts Association of School Superintendents, as well as two other relevant professional associations, such as (a) American Association of School Administrators, or the Association of Supervision and Curriculum Development; (b) a local superintendent's association; or (c) the Small Suburban Superintendent's Association.

8. DISCHARGE

The School Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a Superintendent, insubordination, failure to meet the District's performance standards or other good cause. Such dismissal shall require a majority vote of the Committee members. "Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. A dismissal by the Committee shall sever any and all rights that the Superintendent shall have under this Contract (except payment for accumulated but unused vacation days) for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation. The Superintendent will be notified, in writing, of the School Committee's intent to terminate this Contract and its reasons therefore. If the Superintendent so requests in writing, within seven (7) calendar days of the School Committee's notice of intent to dismiss, she will be given an opportunity to meet with the School Committee and to present any information she wants the School Committee to consider before it finalizes its decision on termination. This will be a meeting and not a hearing. It will be held no sooner than seven (7) calendar days and no later than thirty (30) calendar days following the Superintendent's request for said meeting. Each party may be present with legal counsel retained at their own expense. Said meeting will be conducted in accordance with the requirements of the Open Meeting Law. Where applicable, discussions about the Superintendent's character and reputation will take place in executive session.

9. RESIGNATION

In the event that the Superintendent desires to resign from her position, she shall notify the chair of the School Committee in writing no less than six (6) months prior to her date of departure. The School Committee may choose to waive the notification requirement at its sole discretion.

10. SALARY DEDUCTIONS

This Contract shall conform to the regulations governing deductions from the above 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 Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

11. ENTIRE AGREEMENT

This Contract 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 against whom enforcement thereof is sought.

12. INVALIDITY

If any paragraph or part of this Contract is determined to be invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

13. HANSCOM CONTINGENCY

If in any year the school district does not have a signed contract with the federal government to operate the Hanscom schools by the first day of classes, this will trigger a contract renegotiation between the Committee and the Superintendent within ninety (90) calendar days of notification by the Committee.

14. LONGEVITY

Effective July 1, 2016, the following longevity schedule is in effect:

After completing five (5) years of service in the district, ██████████ shall receive \$2,800.00.

After completing six (6) years of service in the district, ██████████ shall receive \$3300.00.

After completing seven (7) years of service in the district, ██████████ shall receive \$3800.00.

After completing eight (8) years of service in the district, ██████████ shall receive \$4300.00.

After completing nine (9) years of service in the district, ██████████ shall receive \$5000.00.

After completing ten (10) years of service in the district, ██████████ shall receive an additional one thousand dollars (\$1000.00) above and beyond what she received after completing nine years of service. ██████████ longevity payment shall be increased by an additional one thousand dollars (\$1000.00) for each subsequent year of service after ten years of service.

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

████████████████████

████████████████████

Date

LINCOLN SCHOOL COMMITTEE

Lincoln School Committee

Date

Lincoln School Committee

Date

Lincoln School Committee

Date

Lincoln School Committee

Date

Lincoln School Committee

Date