

**EMPLOYMENT AGREEMENT
LUNENBURG SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made as of July 1, 2018, by and between the Lunenburg School Committee (the "Committee") and (the "Superintendent").

1. EMPLOYMENT: The Committee hereby employs _____ as Superintendent of the Public Schools of Lunenburg, and the Superintendent hereby accepts employment on the following terms and conditions.

2. TERM, TERMINATION AND RENEWAL:
 - A. The Superintendent shall be employed for a three (3) year period commencing July 1, 2018, and terminating June 30, 2021, when it will expire unless the parties have executed a successor agreement and/or entered into a written extension of the terms of this agreement.
 - B. The Committee shall notify the Superintendent in writing on or before July 1, 2020, whether it intends to renew this agreement or wishes to extend this agreement for a specified length of time beyond the stated expiration date.
 - C. Prior to the termination date set forth above, the employment of the Superintendent may be terminated by a two-thirds (2/3) vote of the Committee at any time for inefficiency, incompetency, incapacity, conduct unbecoming a superintendent, insubordination, or any other good cause. Any termination pursuant to this Section shall relieve the Committee of any further liability under this contract except for wages and other sums due and owing under this contract as of the date of termination, unless modified pursuant to the arbitration provisions of this agreement. Prior to any such termination the Superintendent shall be provided at least 15 days written notice stating the reasons for the proposed termination to include documents (if any) relating to the reasons for termination and shall be given an opportunity for a hearing before the Committee in executive session prior to official action being taken. The Superintendent may be represented by counsel at the hearing.
 - D. In the event that the Superintendent desires to terminate this contract before the term of services shall have expired, she may do so without penalty by giving at least ninety days' written notice of her intention to the Committee chairperson.
 - E. This agreement can be terminated by mutual agreement of both parties at any time.

3. PERJODIC EXAMINATION

The School Committee may, at its option, require a physical examination at its expense. A statement certifying to the physical or mental competency of the Superintendent shall be filed with the secretary of the Committee and treated as confidential information by the Committee.

4. EVALUATION

- A. The Committee shall evaluate the Superintendent's employment performance and her working relationship with the School Committee. The written evaluation instrument shall be based upon performance criteria mutually agreed upon by the parties.
- B. The following procedures are to be used by the Committee in evaluating the Superintendent.
 - 1) The Superintendent's evaluation will cover her performance during the period from May 1 to the following April 30 of each year of her employment.
 - 2) The Committee will present the Superintendent with the proposed goals and objectives by which it wishes to measure her performance in writing, not later than July 1 of each evaluation year.
 - 3) The Superintendent will respond in writing not later than August 1 of each evaluation year, and not later than September 1 of each evaluation year, the parties will meet to reach mutual agreement on goals, objectives, and the means of measurement which will be used.
 - 4) The Superintendent will submit a written report on her goals to the Committee not later than April 1 of each evaluation year, and each individual member will submit her individual evaluations to the Chairperson not later than April 15 of each evaluation year.
 - 5) The Chairperson will present the Superintendent with a written compilation of the individual evaluations, and the committee will meet to discuss the evaluations prior to April 30.
- C. Failure by either party to adhere to the timeline set forth above will not invalidate the evaluation process unless such a failure substantially impairs the validity of the final evaluation.
- D. In the event that a final evaluation is not completed prior to the Annual Town Elections, and a change occurs in the composition of the School Committee, any former school committee members who desire to do so will be invited to submit an individual evaluation to the Chairman for consideration as part of the compilation for the last evaluation year during which they served on the Committee.
- E. The Superintendent shall be provided with a copy of the written evaluation signed by the duly authorized person on behalf of the School Committee at least twenty-one (21) days prior to any executive session of the School Committee scheduled to take any personnel action with respect to the Superintendent. Said copy shall be deemed provided if delivered to the Superintendent's office in Lunenburg.

F. The evaluation shall not be considered final until after the School Committee has reviewed the document with the Superintendent; considered input from the Superintendent; and revised the evaluation, if warranted. The Superintendent shall have the right to meet with the Committee in person to present her input. Said review shall take place, and any such input to the Committee shall be received from the Superintendent within fourteen (14) days from the date on which the Superintendent receives her copy of the written evaluation as hereinbefore provided. Both such review and such input may take place at the same School Committee meeting.

G. Any of the foregoing procedures may be waived or modified by mutual written consent of the Committee and the Superintendent. In any case, the procedures will be construed in harmony with applicable law and may be modified as required based upon changes in the law or changes in authoritative interpretations of the law (e.g., by the committees, the Attorney General or the Secretary of State).

5. COMPENSATION:

A. Annual Salary. The Superintendent shall be paid an annual salary during the term of this Agreement, less lawful and customary deductions, as follows:

July 1, 2018 - June 30, 2019: \$148,000

July 1, 2019 - June 30, 2020: \$153,000

July 1, 2020 - June 30, 2021: \$157,000

B. One Time Payment. In recognition of the Superintendent's work in the District prior to the start of this agreement, and in order to fairly compensate her, the Superintendent shall be paid a one-time amount of \$1200 on or before the last pay period of July 2018.

6. EXPENSE REIMBURSEMENT

A. The Superintendent may attend local, regional, or national conferences subject to the advance approval of the School Committee, and subject to the availability of funds, up to a maximum of \$2500 for conference attendance, and up to \$2000 for MASS (Massachusetts Association of School Superintendents) dues.

B. Requests for School Committee approval shall include a statement of the cost of the conference together with the cost of lodging and travel associated with attendance.

7. DUTIES

A. The Superintendent shall perform faithfully to the best of her ability the duties of Superintendent of Schools as established by the Massachusetts General Laws and/or as assigned by the Lunenburg School Committee.

B. The Superintendent's salary is based on 261 days. It is recognized that paid holidays and

paid vacation days shall be taken within the defined work year of 261 days. Paid holidays include: Independence Day; Labor Day; Columbus Day; Veterans' Day; 1/2 Day before Thanksgiving; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Martin Luther King, Jr. Day; President's Day; Patriot's Day; and Memorial Day.

- C. The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate license qualifying her to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.
- D. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent.

8. ANNUAL VACATION

The Superintendent shall receive twenty-five (25) working days as an annual vacation exclusive of legal holidays. With written permission of the Chair of the School Committee, a maximum of fifteen (15) unused vacation days from any single contract year may be carried forward to the next. Prior notification to the Committee is required for vacation taken during normal school times. All accumulated vacation time will be paid to the Superintendent in the next pay period following the effective date of resignation, retirement or termination at the then effective rate of pay.

9. SICK LEAVE

- A. The Superintendent shall be entitled to fifteen (15) sick days annually each year of this contract and any extension hereunder, which if unused may be accumulated from year to year without limitation.
- B. Up to ten (10) days of sick leave per year may be used for serious illness in the immediate family.
- C. For all absences beyond five (5) days, the School Committee shall be notified.

10. MISCELLANEOUS

- A. The Superintendent may take reasonable time off to attend to personal business. The School Committee will be notified if such time off exceeds five (5) working days in any fiscal year.
- B. Tax-Sheltered Annuities. The Superintendent shall be eligible to participate in a Tax-Sheltered Annuity Plan or a Tax-Sheltered Mutual Plan established pursuant to appropriate federal, state and local laws by December 1 of each school year.

C. Memberships and Publications. The Superintendent may be reimbursed for reasonable expenses for memberships and subscriptions with advance approval by the Committee.

D. Included within the program of ongoing professional development the Committee shall pay for the Superintendent's participation in an Induction and Executive Mentoring program provided by M.A.S.S. during her first and second years of employment. The parties will meet to consider whether a third year of this program will be of benefit to the Superintendent and the District.

E. Miscellaneous

1) Bereavement Leave. For death in the immediate family of the Superintendent, an absence up to five (5) days may be granted without loss of pay or other leave benefits.

2) Group Insurance Plans. The Superintendent shall be eligible to participate in the present Group Insurance Plans, including health insurance, in accordance with the provisions of said Plans in force and effect for employees of the Town of Lunenburg or in any other plan subsequently established to cover solely employees of the Town of Lunenburg.

3) The Superintendent will be allowed to participate in the Town of Lunenburg Section 125 Cafeteria Plan pursuant to the provisions of Section 125 of the Internal Revenue Code.

11. ARBITRATION

The Superintendent may challenge a discharge for cause by filing a demand for arbitration with the American Arbitration Association (or other mutually agreed agency) in accordance with its Labor Arbitration Rules (or their equivalent at another agency). The Arbitrator shall be limited to determining whether the discharge was for cause or not, and if the Arbitrator determines that the discharge was not for cause, the maximum remedy shall be limited to the salary due through the end of the contract, not to exceed two years' salary. Reinstatement shall not be awarded as a remedy.

Any post-termination controversy relating to compensation due under this contract or other alleged breach of the contract shall also be settled by arbitration, by filing a demand for arbitration as set forth above.

In order to be timely, any such demand must be filed within 30 days of the date of discharge or other termination of the contract.

Judgment upon the award rendered may be appealed or enforced in accordance with M.G.L. c. 150C. The administrative costs of the American Arbitration Association and the arbitrator's fees shall be borne equally by the Parties.

12. 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 other than those contained herein. The contract may not be changed except by a written statement signed by the party against whom enforcement thereof is sought.

13. INVALIDITY :

If any paragraph or part of this Agreement is found to be contrary to law, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS hereof, the parties have hereunto signed and sealed this Agreement and a duplicate thereof on the date below .

SUPERINTENDENT

LUNENBURG SCHOOL COMMITTEE

Date:

Date: