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HUMAN RESOURCES

**LEXINGTON PUBLIC SCHOOLS**  
**DIRECTOR EMPLOYMENT CONTRACT**

This AGREEMENT is made as of June 16, 2009, by and between the Superintendent of Schools and the Director of Educational Technologies and Assessment, hereinafter referred to as the "Director."

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

**ARTICLE I - EMPLOYMENT**

The Superintendent hereby employs Thomas Plati as the Director of Educational Technology and Assessment in the Lexington Public Schools, and the Director hereby accepts employment on the following terms and conditions.

The Director is employed subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent. The Director shall perform such other duties as are customarily performed by one holding such position and shall additionally render such other services and duties as may be assigned from time to time by the Superintendent.

**ARTICLE II - TERM**

The Director shall be employed for a period commencing July 1, 2009, and ending June 30, 2010. In the event that the Director desires to terminate this contract before the term of service shall have expired, he may do so by giving at least 120 days notice in writing to the Superintendent.

The Director or an authorized representative must deliver said notice in hand to the Superintendent of Schools.

This Agreement may be terminated for good cause as used in M.G.L. c.71, s. 41 (& 42 prior to June 1993). The term "good cause," includes any reason advanced by the Superintendent which is not arbitrary, capricious and/or discriminatory including but not limited to inefficiency, incompetency, insubordination, incapacity, a failure to meet the district's performance standards, conduct unbecoming a Director.

**ARTICLE III - PERFORMANCE REVIEW**

Each year during which this contract is in effect, the Superintendent of Schools shall conduct a review and evaluation of the role and performance of duties under this contract of the Director.

The Superintendent shall complete the review on or before July 1 of each year.

#### **ARTICLE IV – CERTIFICATION and DUTIES**

The Director represents that he holds the Massachusetts Department of Education license required for the position or this contract becomes null and void.

Throughout the length of his service in Lexington, the Director shall furnish and maintain a valid and appropriate license qualifying her to act in this position, consistent with the requirements of Chapter 71, Section 38G of the General Laws of Massachusetts and the above stipulation.

#### **ARTICLE V - SALARY CONSIDERATIONS**

For the period of time commencing July 1, 2009 and extending through June 30, 2010 the Director shall be paid at an annual rate of \$111,000 based on a July 1, 2009 start date, and payable in twenty-six (26) equal installments in accordance with the payroll schedule for other professional employees.

#### **ARTICLE VI - INSURANCE COVERAGE**

The Director shall be entitled to all insurance plans (medical, hospital, life, etc.) offered by the Town of Lexington to the employees of the Lexington Public Schools, including long and/or short term disability plans (if offered).

#### **ARTICLE VII – WORK YEAR AND VACATION**

The work year will be from July 1 to June 30. The Director is entitled to twenty-five (25) vacation days, in addition to all state and federal holidays. Vacation is earned on a prorated basis throughout the fiscal year and should be used during the fiscal year in which it is earned. The Director is permitted to carry over up to five (5) vacation days to the following fiscal year, provided written approval is received from the Superintendent, and said days will be the first five days to be used in the next fiscal year.

#### **ARTICLE VIII - SICK LEAVE**

The Director shall be granted eighteen (18) days of sick leave per contract year with unlimited accumulation.

#### **ARTICLE IX - PERSONAL LEAVE**

With approval of the Superintendent, the Director may be absent for reasons that are unusual, imperative or emergency in nature at which her attendance is required and for which no other arrangement can be made. This includes, but is not limited to, the following examples: legal proceedings, religious observances, family matters, medical emergencies, special travel arrangements or attendance at funerals.

## **ARTICLE X - FUNERAL LEAVE**

In the event of a death within the immediate family (i.e. spouse, child, or member of the Director's household for whom the Director was a primary caregiver), the Director will be allowed up to five (5) paid days without loss of compensation.

## **ARTICLE XI - PROFESSIONAL EXPENSES**

Reasonable reimbursement will be made to the Director for all expenses incurred at professional activities attended in fulfillment of duties and responsibilities to the School Department. Said expenses will include travel, registration fees, meals and hotel costs, provided the Director receives prior approval from the Superintendent.

## **ARTICLE XII - PROFESSIONAL DUES**

The Lexington Public Schools will provide payment of dues for the membership of the Director in professional organizations of her own choice subject to the approval of the Superintendent of Schools.

## **ARTICLE XIII – INDEMINIFICATION**

As an employed official of the Lexington Public Schools, it is agreed that the Director will be indemnified by the Town of Lexington to the extent permitted by General Laws, Chapter 258.

## **ARTICLE XIV - ENTIRE AGREEMENT**

This Memorandum of Agreement embodies the entire agreement between the Superintendent of Schools and the Director and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

This contract may not be amended except by an agreement in writing signed by the parties hereto.

If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of this Agreement, which shall continue to be legally binding and effective as to both parties.

*Thomas Plati*

Thomas Plati  
Director of Educational Technologies and Assessment

*June 16, 2009*  
Date

*Paul B. Ash*

Paul B. Ash  
Superintendent of Schools

*June 16, 2009*  
Date