

**MEMORANDUM OF AGREEMENT**  
**Linda Chase, Director of Student Services**

This AGREEMENT is made as of April 24, 2007, by and between the *Superintendent of Schools* and the Director of Student Services, 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 Linda Chase as the Director of Student Services of the Lexington Public Schools, and the Director hereby accepts employment on the following terms and conditions.

**ARTICLE II - TERM**

The Director shall be employed for a period commencing July 1, 2007 and ending June 30, 2010. Unless the Superintendent gives the Director written notification on or before July 1, 2009 of intent not to renew or extend the existing contract, then the contract shall automatically be extended for successive period of one year. Such notice shall be delivered in hand to the Director.

In the event that the Director desires to terminate this contract before the term of service shall have expired, she may do so by giving at least 120 days notice in writing to the Superintendent.

Said notice must be delivered in hand by the Director or an authorized representative to the Superintendent of Schools.

**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 August 1 of each year.

**ARTICLE IV – CERTIFICATION and DUTIES**

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

Throughout the length of her/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.

The Director shall faithfully perform the obligations of the position as detailed on the attached job description which may be changed from time to time by the Superintendent.

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

For the period of time commencing January 1, 2007 and extending through June 30, 2010 the Director shall be paid an annual rate not less than \$120,000 based on a July 1<sup>st</sup> start and thereafter pro-rated and payable in twenty-six (26) equal installments in accordance with the payroll schedule for other professional employees. The Director's salary for any contract year shall not be decreased below that of the previous contract year.

#### **ARTICLE VI - SALARY INCREASES**

The salary for the Director may be increased at the sole discretion of the Superintendent as of July 1, 2008 and each July 1st thereafter that this AGREEMENT remains in effect, subject to satisfactory performance evaluations by the Superintendent.

#### **ARTICLE VII - 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.

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#### **ARTICLE VIII – VACATION**

The Director is entitled to twenty-five (25) vacation days, in addition to all state and federal holidays. If the Director leaves the employment of the Lexington Public Schools, the allotted number of annual vacation days will be prorated based on the actual work year. ~~The Director is permitted to carry over up to twenty (20) days to the following year, though encouraged to utilize vacation in the existing year.~~ The Director may accumulate from fiscal year to fiscal year up to forty (20) vacation days, in addition to her yearly allotment of twenty-five (25) vacation days. Upon separation of employment or the expiration and/or termination of this Agreement, the Director shall be paid for her accrued vacation days, up to forty (20) and any unused vacation days from the then current fiscal year.

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#### **ARTICLE IX - SICK LEAVE**

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The Director shall be granted forty-five (45) sick days on July 1, 2007 and annually thereafter eighteen (18) days of sick leave per contract year that may be used for personal or household member illness or injury with unlimited accumulation.

### **ARTICLE X - PERSONAL LEAVE**

With approval of the Superintendent, the Director may be absent for reasons which 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 XI - FUNERAL LEAVE**

In the event of a death within the immediate family, the Director will be allowed five (5) paid days without loss of compensation.

### **ARTICLE XII - 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, subject to the approval of the Superintendent. Business expenditures may include, but shall not be limited to reimbursement for mileage outside the District, travel, lodging, etc. The mileage reimbursement rate for travel that is related to the Director position shall be at least 44.5 cents per mile for the 2007-2008 school year.

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### **ARTICLE XIII - PROFESSIONAL DUES AND ACTIVITIES**

The Lexington Public Schools will provide payment of dues for the membership of the Director in professional organizations of her/his own choice subject to the approval of the Superintendent of Schools. The District recognizes the need for the Director to continue her professional growth and education. The District shall reimburse the Director, for reasonable costs incurred for attendance at conferences, seminars, workshops or other meetings which are related to the work of the Director in the system or which further the professional development or training of the Director. The Director will also be reimbursed for one (1) national professional association conference per year, subject to funding and prior approval by the Superintendent. The Director may accept speaking, writing, lecturing, consulting or other engagements for a professional nature provided they do not interfere with her duties as the Director of Student Services and that she obtains prior consent of the Superintendent.

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The District will reimburse full tuition for one (1) three (3) or four (4) credit course every year as approved by the Superintendent upon receipt of documentation certifying satisfactory completion of the course. The Director may petition the Superintendent for additional compensation for courses over and above the one permitted by this provision.

The District will pay one hundred percent (100%) of all costs including tuition and fees for courses required by the Superintendent. The Director will be paid for expenses for each day of attendance at any workshop or seminar the Director is requested to attend by the Superintendent.

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#### ARTICLE XIV - INTELLECTUAL PROPERTY:

The Director is the sole owner of any works or endeavors created by her in this position.

#### ~~ARTICLE XV~~ – INDEMINIFICATION

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

#### ARTICLE XVI – ARBITRATION

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.

Any disputes as to the meaning application or interpretation of the provisions of this agreement will be resolved through binding arbitration pursuant to the American Arbitration Association's AAA Employment Dispute Resolution Rules and shall not be subject to litigation in court. The party demanding such arbitration must file it within thirty days of the act or omission alleged as the contract violation. In any challenge to a discharge of the Administrator, the Arbitrator's remedial authority shall be limited to an award for back pay damages for the balance of this contract term after the discharge and shall not include authority to reinstate the Administrator to any position.

#### ARTICLE XVII - 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.

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.

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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.

\_\_\_\_\_  
Linda Chase

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Date

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Paul B. Ash  
Superintendent of Schools

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Date

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Tom Diaz  
Chairman, Lexington School Committee

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Date