

MEMORANDUM OF AGREEMENT
William J. Hartigan III, Director of Facilities

This AGREEMENT is made as of October 3, 2005, by and between the Superintendent of Schools and the Director of Facilities, 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 William J. Hartigan III as the Director of Facilities 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 October 3, 2005, and ending September 30, 2006. In the event that the Director desires to terminate this contract before the term of service shall have expired, s/he may do so by giving at least 45 calendar 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.

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 performance standards, conduct unbecoming a Director. A nonrenewal is not a termination that is subject to this paragraph.

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 — DUTIES

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 October 3, 2005, and extending through September 30, 2006, the Director shall be paid an annual rate not less than \$88,000 based on an October 1st start and thereafter pro-rated and payable in twenty-six (26) equal installments in accordance with the payroll schedule for other professional employees.

ARTICLE VI- SALARY INCREASES

The salary for the Director may be increased as of July 1, 2006, and each July 1 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. Participation in any plan is pursuant to the conditions established by the Town of Lexington.

ARTICLE VIII- VACATION

The Director is entitled to twenty (20) vacation days per year earned at the rate of 1.66 days per month, in addition to all state and federal holidays. The Director is permitted with written permission of the Superintendent to carry over up to ten (10) days to the following year, though encouraged to utilize vacation in the existing year.

ARTICLE IX - SICK LEAVE

The Director shall be granted eighteen (18) days of sick leave per contract year 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 his 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. Said expenses will include travel, registration fees, meals and hotel costs.

ARTICLE XIII - PROFESSIONAL DUES

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.

ARTICLE XIV - MASSACHUSETTS RETIREMENT SYSTEM

The Director shall be a member of the Middlesex County retirement system as required by M.G.L.c. 32B.

ARTICLE XV - TRANSPORTATION ALLOWANCE

The Director is required to have her/his own private automobile available for use in school related business. The Lexington Public Schools will pay the Director a transportation allowance of \$2,400 year. Said allowance will be paid in quarterly, equal installments.

ARTICLE XVI – INDEMINIFICATION

As an employed official of the Lexington Public Schools, it is agreed that the Director will be defended and indemnified by the Town of Lexington to the extent permitted by General Laws, Chapter 258. Legal fees will be paid by the district should a claim be made against the Director by a third party.

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.

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.



William J. Hartigan III

10/12/05
Date



Paul B. Ash, Ph.D.
Superintendent of Schools

10/12/05
Date

Approved as to form by: _____ Date: _____
School Counsel