

## **MEMORANDUM OF AGREEMENT**

**Mary Ellen Normen Dunn, Assistant Superintendent for Finance and Business**

This AGREEMENT is made as of August 24, 2006, by and between the *Superintendent of Schools* and the Assistant Superintendent for Finance and Business, hereinafter referred to as the "Assistant Superintendent."

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

### **ARTICLE I - EMPLOYMENT**

The Superintendent hereby employs Mary Ellen Normen Dunn as the Assistant Superintendent for Finance and Business of the Lexington Public Schools, and the Assistant Superintendent hereby accepts employment on the following terms and conditions.

### **ARTICLE II - TERM**

The Assistant Superintendent shall be employed for a period commencing December 1, 2006 and ending June 30, 2010. Unless the Superintendent gives the Assistant Superintendent written notification on or before April 1, 2010 of intent not to renew or extend the existing contract, then the contract shall automatically be extended for successive period of one year unless the Superintendent gives the Assistant Superintendent written notice to the contrary 90 calendar days preceding the June 30th on which the contract shall terminate. Such notice shall be delivered in hand to the Assistant Superintendent.

In the event that the Assistant Superintendent desires to terminate this contract before the term of service shall have expired, she may do so by giving at least 90 days notice in writing to the Superintendent.

Said notice must be delivered in hand by the Assistant Superintendent 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 Assistant Superintendent. The Superintendent shall complete the review on or before August 1 of each year.

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

The Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 December 1, 2006 and extending through June 30, 2007 the Assistant Superintendent shall be paid an annual rate not less than \$118,000 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 Assistant Superintendent's salary for any contract year shall not be decreased below that of the previous contract year. The Assistant Superintendent shall also receive an annual payment of \$1,800 to be paid to a Tax Sheltered Annuity Plan (403(b)) held in the name of the Administrator. During the first year of the contract, the annuity payment will be pro-rated based on the actual work year.

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

The salary for the Assistant Superintendent may be increased at the sole discretion of the Superintendent as of July 1, 2007 and each July 1st thereafter that this AGREEMENT remains in effect subject to satisfactory performance evaluations by the Superintendent.

#### **ARTICLE VII - INSURANCE COVERAGE**

The Assistant Superintendent 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.

#### **ARTICLE VIII – VACATION**

The Assistant Superintendent is entitled to twenty-five (25) vacation days, in addition to all state and federal holidays. If the Assistant Superintendent 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 Assistant Superintendent is permitted 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 Assistant Superintendent shall be granted 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 Assistant Superintendent 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 Assistant Superintendent will be allowed five (5) paid days without loss of compensation.

#### **ARTICLE XII - PROFESSIONAL EXPENSES**

Reasonable reimbursement will be made to the Assistant Superintendent 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. The mileage reimbursement rate for travel that is related to the Assistant Superintendent position shall be at 44.5 cents per mile for the 2006-2007 school year.

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

The Lexington Public Schools will provide payment of dues for the membership of the Assistant Superintendent in professional organizations of her/his own choice subject to the approval of the Superintendent of Schools. The Administrator will also be reimbursed for one (1) national professional association conference per year, subject to funding. The Administrator may accept speaking, writing, lecturing or other engagements for a professional nature provided they do not interfere with her duties as Assistant Superintendent for Finance and Business and that she obtains prior consent of the Superintendent.

#### **ARTICLE XIV – INDEMINIFICATION**

As an employed official of the Lexington Public Schools, it is agreed that the Assistant Superintendent 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 Assistant Superintendent.


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**

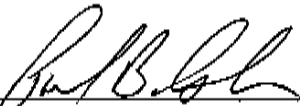
This Memorandum of Agreement embodies the entire agreement between the Superintendent of Schools and the Assistant Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

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

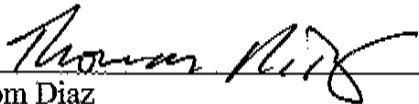
If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of this Agreement, which shall continue to be legally binding and effective as to both parties.

  
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Mary Ellen Dunn

8/30/06  
Date

  
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Paul B. Ash  
Superintendent of Schools

8/28/06  
Date

  
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Tom Diaz  
Chairman, Lexington School Committee

8/28/06  
Date