

LEXINGTON PUBLIC SCHOOLS
PRINCIPAL EMPLOYMENT CONTRACT

This AGREEMENT is made as of September 9, 2008, by and between the Superintendent of Schools and the Principal of the Jonas Clarke Middle School, hereinafter referred to as the "Principal."

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

ARTICLE I - EMPLOYMENT

The Superintendent hereby employs Steven Flynn as Principal of the Jonas Clarke Middle School of the Lexington Public Schools, and the Principal hereby accepts employment on the following terms and conditions.

The duties to be performed by the Principal shall be those set forth in the job description for the position, as the Superintendent may amend it from time to time. The Principal is employed subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent. The Principal 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 Principal shall be employed for a period commencing July 1, 2008 and ending June 30, 2011. Unless the Superintendent gives the Principal written notification on or before May 1, 2011 of intent not to renew or extend the existing contract, then the contract shall automatically be extended for a successive period of one year, unless the Superintendent gives the Principal written notice to the contrary 60 calendar days preceding the June 30th on which the contract shall terminate.

In the event that the Principal 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 Principal 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 Principal.

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 Principal.

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

ARTICLE IV – CERTIFICATION and DUTIES

The Principal 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 Principal shall furnish and maintain a valid and appropriate license qualifying him 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, 2008 and extending through June 30, 2011 the Principal shall be paid at an annual rate of \$121,930.00, based on a July 1st start, and payable in twenty-six (26) equal installments in accordance with the payroll schedule for other professional employees.

ARTICLE VI - SALARY INCREASES

The Superintendent may increase the salary for the Principal as of July 1, 2009 and each July 1st thereafter that this AGREEMENT remains in effect subject to satisfactory performance evaluations.

ARTICLE VII - INSURANCE COVERAGE

The Principal 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 – WORK YEAR AND VACATION

The work year will be from July 1 to June 30. The Principal is entitled to thirty (30) 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 Principal 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 IX - SICK LEAVE

The Principal 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 Principal 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 XI - FUNERAL LEAVE

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

ARTICLE XII - PROFESSIONAL EXPENSES

Reasonable reimbursement will be made to the Principal 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 Principal receives prior approval from the Superintendent.

ARTICLE XIII - PROFESSIONAL DUES

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

ARTICLE XIV - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM

The Principal shall be a member of retirement system to the extent permitted by M.G.L. c. 32.

ARTICLE XV - INDEMINIFICATION


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

ARTICLE XVI - ENTIRE AGREEMENT

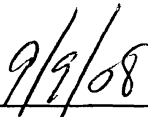
This Memorandum of Agreement embodies the entire agreement between the Superintendent of Schools and the Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

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

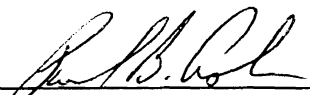
If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of this Agreement, which shall continue to be legally binding and effective as to both parties.




Steven Flynn



Date



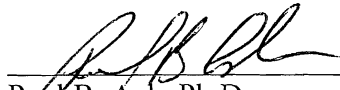
Paul B. Ash
Superintendent of Schools



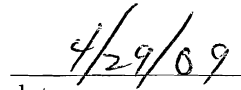
Date

**ADDENDUM TO THE "PRINCIPAL EMPLOYMENT CONTRACT" OF
STEVEN FLYNN
(July 1, 2009 through June 30 2011)**

Commencing on July 1, 2009 and continuing for the life of the agreement, Principal Steven Flynn, Clarke Middle School, shall receive an amount of \$1000 in addition to his base salary for having earned a doctoral degree.



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



date