

JUL 06 2009

HUMAN RESOURCES

LEXINGTON PUBLIC SCHOOLS
PRINCIPAL EMPLOYMENT CONTRACT

This AGREEMENT is made as of June 26, 2009, by and between the Superintendent of Schools and the Principal of the Fiske Elementary 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 Nancy Peterson as Principal of the Fiske Elementary 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, 2009 and ending April 21, 2010. In the event that the Principal 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.

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 – 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 IV - SALARY CONSIDERATIONS

For the period of time commencing July 1, 2009 and extending through December 31, 2009 the Principal shall be paid \$73,913, based on a July 1st start. For the period of time commencing January 1, 2010 and extending through April 21, 2010 the Principal shall be paid \$25,673.

ARTICLE V - 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 VI – WORK YEAR AND VACATION

The work year will be from July 1 to April 21. The Principal is entitled to thirty ³⁰~~(25)~~ P.A.S. 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.

ARTICLE VII - SICK LEAVE

The Principal shall be granted fifteen (15) days additional sick leave days.

ARTICLE VIII - 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 IX - 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 X - 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 XI - 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 XII - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM

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

ARTICLE XIII – 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 XIV – OTHER BENEFITS, TERMS AND CONDITIONS

Unless such benefit, term or condition is contrary to provisions in this contract or law, the principal shall be entitled to all benefits and conditions consistent with the policy of the Committee in effect at the time this employment contract is signed by the principal and superintendent, including but not limited to, evaluation, sick leave, sick leave bank, personal days, professional days, severance pay, longevity, all insurance program(s) offered by the town of Lexington.

In the event that the school committee gives either the teachers or those administrators included within the bargaining unit represented by the Lexington School Administrators Association economic benefits greater than those in effect at the time this contract is signed, the principal will be accorded the same level of benefit(s).

ARTICLE XV - 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.



Nancy Peterson

6/30/09
Date



Paul B. Ash
Superintendent of Schools

6/26/09
Date