

## **LEXINGTON PUBLIC SCHOOLS**

### **ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT**

This AGREEMENT is made as of November 20, 2012, by and between the Superintendent of Schools and the Assistant Superintendent for Curriculum, Instruction and Professional Development.

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

#### **ARTICLE I - EMPLOYMENT**

The Superintendent hereby employs Carol Pilarski as the Assistant Superintendent for Curriculum, Instruction and Professional Development, hereafter known as Assistant Superintendent, and the Assistant Superintendent hereby accepts employment on the following terms and conditions.

The duties to be performed by the Assistant Superintendent shall be those set forth in the job description for the position, as the Superintendent may amend it from time to time. The Assistant Superintendent is employed subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent. The Assistant Superintendent 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 Assistant Superintendent shall be employed for a period commencing July 1, 2012 and ending June 30, 2015. Unless the Superintendent gives the Assistant Superintendent written notification on or before April 1, 2015 of intent not to renew or extend the existing contract, then the contract shall automatically be extended for a successive period of one year.

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 120 days notice in writing to the Superintendent.

The Assistant Superintendent 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 Assistant Superintendent.

#### **ARTICLE III - PERFORMANCE REVIEW**

Each year during which this contract is in effect, the Superintendent 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 15 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 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.

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

For the period of time commencing July 1, 2012 and extending through June 30, 2013, the Assistant Superintendent shall be paid on a pro-rated basis, based on a full-time annual rate of \$154,896 payable in bi-weekly installments in accordance with the payroll schedule for other professional employees. Upon completion of teacher negotiations, the Assistant Superintendent will be granted a salary increase effective July 1, 2012.

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

The Superintendent may increase the salary for the Assistant Superintendent as of July 1, 2013 and each July 1st thereafter that this AGREEMENT remains in effect subject to satisfactory performance evaluations.

#### **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 – WORK YEAR AND VACATION**

The work year will be from July 1 to June 30. The Assistant Superintendent's vacation will receive an annual allocation of thirty vacation days per year, 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 Assistant Superintendent is permitted to carry over up to ten (10) vacation days to the following fiscal year, provided written approval is received from the Superintendent. Upon retirement or resignation, the Assistant Superintendent is entitled to receive pay for 27 unused vacation days in addition to the days enumerated in this section of the contract.

## **ARTICLE X - SICK LEAVE**

The Assistant Superintendent shall be granted eighteen days of sick leave per year. Any unused annual sick leave will accumulate without limitation.

## **ARTICLE XI - PERSONAL LEAVE**

With approval of the Superintendent, the Assistant Superintendent 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 XII - FUNERAL LEAVE**

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

## **ARTICLE XIII - 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. Said expenses will include out-of-town travel, registration fees, meals and hotel costs, provided the Assistant Superintendent receives prior approval from the Superintendent.

## **ARTICLE XIV - PROFESSIONAL DUES**

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.

## **ARTICLE XV - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM**

The Assistant Superintendent 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 Assistant

Superintendent will be indemnified by the Town of Lexington to the extent permitted by General Laws, Chapter 258.

**ARTICLE XVI – OTHER BENEFITS, TERMS AND CONDITIONS**

Unless such benefit, term or condition is contrary to provisions in this contract or law, the Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent will be accorded the same level of benefit(s).

**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.

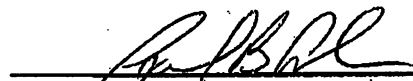
This contract may not be amended except by an agreement in writing signed by the parties hereto.

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.



\_\_\_\_\_  
Carol Pilarski  
Assistant Superintendent for Curriculum,  
Instruction and Professional Development

11/20/12  
Date



\_\_\_\_\_  
Paul B. Ash  
Superintendent of Schools

11/20/12  
Date

**RECEIVED**

**SEP 22 2011**

**HUMAN RESOURCES**

**CONTRACT AMENDMENT**  
Between  
Carol Pilarski and the Lexington Public Schools

Effective September 19, 2011, the contract between Carol Pilarski, Assistant Superintendent, and the Lexington Public Schools is amended as follows:

1. The salary for the period of July 1, 2011 to June 30, 2012 is \$149,300.
2. If the School Committee supports the Superintendent's recommendation to extend the contract, the salary for the period July 1, 2012 to June 30, 2013 will be \$153,696 plus a raise once the teachers' contract is settled.



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



Carol Pilarski  
Assistant Superintendent

September 19, 2011