

MEMORANDUM OF AGREEMENT
Mary Ellen Normen Dunn, Assistant Superintendent for Finance
and Business Operations and Chief Procurement Officer

This AGREEMENT is made as of May 28, 2013, by and between the *Superintendent of Schools* and the Assistant Superintendent for Finance and Business Operations and Chief Procurement Officer, 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 Operations and Chief Procurement Officer 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 July 1, 2013, and ending June 30, 2016. Unless the Superintendent gives the Assistant Superintendent written notification on or before April 1, 2016, 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 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 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 July 1, 2013, and extending through June 30, 2016, the Assistant Superintendent shall be paid an annual rate not less than \$152,000 based on a July 1st start and thereafter pro-rated and payable in bi-weekly 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 either a Tax Sheltered Annuity Plan (403(b) or other insurance product of the employee's choice held in the name of the Administrator.

ARTICLE VI – SALARY INCREASES

The salary for the Assistant Superintendent may be increased at the sole discretion of the Superintendent to \$156,180.00 as of July 1, 2014, 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. A mileage reimbursement rate for travel that is related to the Assistant Superintendent position shall be \$875 per school year and payable in twenty-six (26) equal installments in accordance with the payroll schedule for other professional employees. A cellular telephone, text, and data plan will be provided on a mobile communication device owned by the employee. The employee's personal cellular number will be provided to school and town department staff, as appropriate, for use in contacting the employee.

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 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 Operations 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.

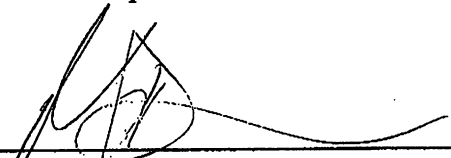
Any disputes as to the meaning, application, or interpretation of the provisions of this agreement will be resolved through binding arbitration pursuant to the American Arbitration Association's AAA Employment Dispute Resolution Rules and shall not be subject to litigation in court. The party demanding 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

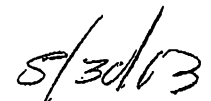
This Memorandum of Agreement embodies the entire agreement between the Superintendent of Schools and the Assistant Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein.

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

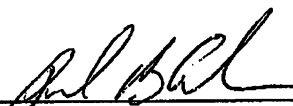
If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of this Agreement, which shall continue to be legally binding and effective as to both parties.



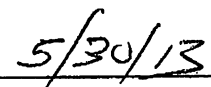
Mary Ellen Normen Dunn



Date



Paul B. Ash
Superintendent of Schools



Date