

# **MEMORANDUM of AGREEMENT**

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HUMAN RESOURCES

This MEMORANDUM of AGREEMENT is made by and between the Town of Lexington, Massachusetts, a municipal corporation in Middlesex County, Massachusetts, acting by and through its School Committee, hereinafter referred to as the "Committee" and Paul B. Ash of Newton, Massachusetts, hereinafter referred to as the "Superintendent".

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

## **ARTICLE ONE – EMPLOYMENT**

- 1-1. The Committee hereby employs Paul B. Ash as Superintendent of Schools for the period commencing July 1, 2009 and ending June 30, 2012.
- 1-2. The Superintendent agrees to all of the rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and the legal functions and responsibilities of Superintendents of Schools. In the event that the Committee adopts a rule, regulation or policy that is in conflict with any portion of this AGREEMENT, then this AGREEMENT shall prevail.
- 1-3. The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the children and the general community served by the Lexington Public Schools and it shall reflect a clear understanding that the Committee is the establishing agent of all school system policy and that the Superintendent has the responsibility to administer said policy with proper authority, in a sound, fair and ethical manner.

## **ARTICLE TWO – CONDITIONS OF EMPLOYMENT**

### **2-1. Termination**

- 2-1.1. In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least one hundred twenty (120) days' notice of his intention to the Committee by registered mail, return receipt requested.
- 2-1.2. The Committee, through a majority vote of the entire committee, may terminate the agreement before the term thereof shall have expired for inefficiency, incapacity, conduct unbecoming a Superintendent, insubordination, or other just cause, provided the Superintendent has been informed of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken.



- 2-1.3. Said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.
- 2-1.4. Notwithstanding the foregoing, the Committee, through a majority vote of the entire Committee, may place the Superintendent on paid leave for good cause.

**2-2. Renewal or Extension**

- 2-2.1. The Superintendent shall be employed for a four-year period, commencing on July 1, 2008 and ending on June 30, 2012. Commencing July 1, 2011, and thereafter, this Agreement shall be automatically extended for successive periods of one year on each July 1, provided, however, that either party, at least eighteen (18) months prior, may give written notice that this Agreement shall not be so extended, in which case this Agreement shall be extended only as the parties subsequently agree (that is, the first such notice must be given on or before January 1, 2011, and in subsequent years, on or before the January 1 eighteen months prior to the termination of the contract).

**ARTICLE THREE – POSITION RESPONSIBILITIES**

**3-1. Duties**

- 3-1.1. The Superintendent shall perform faithfully, to the best of his ability, the duties of the Superintendent of Schools and shall serve as Executive Officer of the Committee as provided in Chapter 71, Section 59 and all other General Laws of Massachusetts.

**3-2. Administration and Supervision**

- 3-2.1. Subject to the General Laws of Massachusetts and all legally binding contracts in effect within the School Department, the Superintendent shall have the authority and the latitude to assign and manage all personnel so that the interests and needs of the School Department are best served. This leadership requirement shall include the selection, placement and transfer of qualified personnel and the direction of instructional, special needs, financial, and other education and related staff and programs. As to all matters for which final authority is vested

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with the Committee, whenever possible, the Superintendent's advice and counsel will be solicited before the Committee makes a final decision.

- 3-2.2. Both collectively and individually, the Committee shall promptly refer all criticism, complaints and suggestions brought to its attention to the Superintendent for study, recommendation and subsequent action.

3-3. Performance Review

- 3-3.1. No later than March 1 of each year, the Committee shall evaluate the performance of the Superintendent in writing in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives, and standards by which the Superintendent's performance will be measured. Such instrument shall be considered as part of and incorporated by reference in this document and shall:

1. Require the Committee to speak in "one voice" by voting as an entire board on the Superintendent's performance. The feedback of each member regarding each aspect of the evaluation shall not be segregated from the consensus view. In the event the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.
  - a. A consensus of the individual evaluations compiled by committee members shall be prepared by the Committee Chair, signed by the Superintendent and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his file.
  - b. The Superintendent shall be provided with copies of individual Committee member's evaluations and shall meet with each Committee member submitting an evaluation to discuss its contents, unless waived by both parties.
2. The performance assessment shall be used for the following purposes:
  - (1) to strengthen the working relationship between the Committee and Superintendent and to clarify for the Superintendent and individual members of the

Committee the responsibilities the Committee relies on Superintendent to fulfill;

- (2) to discuss and establish reasonable expectations and goals for the ensuing year.
3. In addition, the Superintendent shall meet with the Chair after compilation of the composite referred to above, at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.
4. The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing for his study, review and response, any and all criticism, complaints, suggestions, narrative, or comments regarding the administration of the schools or his performance.

#### **ARTICLE FOUR – COMPENSATION AND BENEFIT**

##### **4-1. Salary Considerations**

- 4-1.1. For the period of time commencing July 1, 2009 and extending through June 30, 2010, the Superintendent shall be paid at the rate of \$241,914 per year payable in equal installments in accordance with the payroll schedule for other professional employees.
- 4-1.2 For the period of time commencing July 1, 2010, the annual salary specified in Section 4-1.1 shall be \$248,160.
- 4-1.3 For the period of time commencing July 1, 2011, the annual salary specified in Section 4-1.1 shall be \$254,594.

##### **4-3. Insurance Coverage**

- 4-3.1. The Superintendent shall be entitled to all insurance plans (medical, hospital, life, etc.) in effect for the employees of the Lexington Public Schools.

#### **ARTICLE FIVE – VACATION AND RELATED LEAVE CONSIDERATIONS**

##### **5-1. Vacation**

- 5-1.1. The Superintendent shall be entitled to twenty (20) paid vacation days annually. As of July 1, 2008 and on each July 1 thereafter, the

Superintendent shall be credited with the total annual allotment of vacation days "upfront" and may use same at his discretion.

The Superintendent may buy back up to ten vacation days per year at the per diem rate of pay then in effect. To be eligible to receive this buy back the Superintendent must notify the Committee of his intent to access said buy back on or before June 1<sup>st</sup> of any calendar year.

The Superintendent shall be allowed to accumulate unused or unredeemed vacation days to a maximum often (10) days.

5-1.2. All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination, or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

5-1.3. The Superintendent shall be entitled to all holidays granted employees of Lexington Public Schools.

5-2. Sick Leave

5-2.1. On July 1 of each year of this Agreement, the Superintendent shall be credited fifteen (15) days of sick leave. The Superintendent may use sick leave on the same basis and for such purposes as such leave is available to employees of Lexington Public Schools.

5-2.2. Unused sick leave shall carryover from year to year without limit, but shall not be eligible for any buy back.

5-3. Personal Leave

5-3.1. The Superintendent may be absent for reasons that are unusual, imperative or emergency in nature at which his 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.

5-4. Additional Absences

5-4.1. In cases of absences over and beyond those leaves included in this section, salary shall be deducted at a per diem rate of 1/260 of the annual salary of the Superintendent.

**ARTICLE SIX – EXPENSE ALLOWANCES**



**6-1. Professional Expenses**

6-1.1. Reasonable reimbursement will be made to the Superintendent for all expenses incurred at professional activities attended in fulfillment of his duties and responsibilities to the School Department. Said expenses will include travel, registration fees, meals, and hotel costs. This reimbursement includes attendance at one (1) national conference and two (2) state conferences per year.

**6-2. Professional Dues**

6-2.1. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations:

- (a) Massachusetts Association of School Superintendents
- (b) A. A. S. A
- (c) AS.C.D.

**6-3. Periodic Physical Examination**

6-3.1. The Superintendent shall file or cause to be filed with the Chairperson of the School Committee prior to the effective date of this Agreement, a report of a general physical examination made by a registered physician relative to the Superintendent's overall health and freedom from tuberculosis in a communicable form. Such report shall be maintained as part of the records of the School District.

6-3.2. The Superintendent shall also undergo any examinations now or subsequently required of School District employees pursuant to the laws of the Commonwealth of Massachusetts.

6-3.3. The Committee will pay the cost of said physical examinations and tests to the extent that said costs are not otherwise covered by health insurance.

**6-4. Massachusetts Teachers Retirement System**

6-4.1. The Superintendent shall be a member of the Massachusetts Teachers Retirement System as required by M.G.L. c.32.

**6-5. Transportation Allowance**

6-5.1. The Committee shall reimburse the Superintendent for expenses and personal automobile use outside the District at the approved I.R.S. rate per mile.



## **ARTICLE SEVEN – MISCELLANEOUS CONSIDERATIONS**

### **7-1. General Benefits**

7-1.1. It is agreed that all fringe benefits accruing to the professional administrative personnel of the Lexington Public Schools will apply to the Superintendent.

### **7-2. Professional Liability**

7-2.1. The Superintendent shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws, Chapter 258 for any and all demands, claims, suits, actions and legal proceedings, including legal expenses that may be incurred in defending against such actions, brought against the Superintendent for actions taken within the scope of employment. This obligation shall continue in full force and effect after the Superintendent leaves his position for any reason.

7-2.2. If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the Superintendent, then the Committee will be under no obligation to indemnify the Superintendent pursuant to Section 7-2.1 of this Agreement.

## **ARTICLE EIGHT – ENTIRE AGREEMENT**

8-1. This Memorandum of Agreement embodies the entire agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

8-2. This contract may not be amended except by an agreement in writing signed by the parties hereto.

8-3. If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of the Agreement, which shall continue to be legally binding and effective as to both parties.

8-4. This Agreement shall be executed in three counterparts, each of which shall be deemed an original and each of which taken together shall be considered as one and the same document.

## ARTICLE NINE – MISCELLANEOUS

- 9-1. In the event that any disputes arise regarding the interpretation and application of any provision of this Agreement, the Superintendent and the Committee agree that they or their authorized representatives will meet in an effort to resolve their differences and in the event that said effort should not be successful, they shall participate in mediation if a mutually acceptable mediator can be agreed upon. In the event that a mediator cannot be agreed upon or mediation is unsuccessful, either party may submit its claim to a court of competent jurisdiction.
- 9-2. Throughout the length of his service, the Superintendent shall maintain and provide to the Committee copies of all licenses and/or certification required by the laws and regulations of the Commonwealth of Massachusetts for the performance and execution of the duties of the position of Superintendent of Schools.
- 9-3. The Superintendent may engage in consulting or other out-of-system engagements, provided that the extent of such activities is reasonable, and provided further that no such activity poses a conflict of interest with Lexington Public Schools or is in derogation of the interests of Lexington Public Schools.

**IN WITNESS THEREOF**, the parties hereunto signed and sealed this Memorandum of Agreement in triplicate.

**For the Town of Lexington;  
By Its School Committee**

Margaret E. Coppe  
Margaret E. Coppe, Chairperson

6/15/09  
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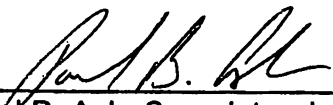
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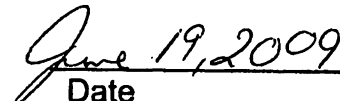
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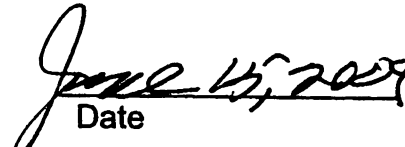
**Assented to:**

  
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Paul B. Ash, Superintendent

  
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Date

**Approved as to form:**

  
\_\_\_\_\_  
Robert G. Fraser  
School Committee Counsel

  
\_\_\_\_\_  
Date