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**EMPLOYMENT AGREEMENT  
BETWEEN  
THE SCHOOL COMMITTEE OF THE TOWN OF DANVERS  
AND  
THE SUPERINTENDENT OF SCHOOLS**

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This Employment Contract made this 18th day of October, 2010, by and between Dr. Lisa Dana, herein after referred to as "Superintendent" and the Danvers School Committee, hereinafter referred to as "Committee", for their mutual covenants and consideration hereby agrees as follows:

WHEREAS, the Committee desires to employ the services of said Dr. Lisa Dana as the Superintendent of Schools for the Town of Danvers; and

WHEREAS, it is the desire of the Committee to provide certain benefits, establish the conditions of employment, and set the salary of said Superintendent of Schools; and

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

**SECTION I. FUNCTIONS & DUTIES**

The Superintendent of the Danvers Public Schools is the chief executive officer of the Danvers School Committee. She is responsible for providing the overall educational leadership of the system, administering all school policies, and coordinating all educational and business phases of the total school program.

The Superintendent delegates such duties and responsibilities as she finds necessary for the successful operations of the school program. She allocates to the administrative and supervisory staff, principals and teachers such duties and responsibilities as are necessary to provide the high quality program of instruction for all children enrolled in the Danvers Public Schools.

The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, reduction, or termination of personnel employed or to be employed by the School District consistent with state law and contract obligations.

The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the school district shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by her or by her staff under her direction.

The Superintendent or her designee shall have the right attend all regular and special meetings of the Committee and all Committee meetings thereof and shall serve as advisor to said committees and make recommendation on all matters affecting the school district. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

The Superintendent is assured that Committee's rules, regulations or policies, are not in conflict with this Agreement and State Law. Where such conflict exists, this Agreement or State Law shall supersede such policy.

The Superintendent shall devote her time, attention and energy to the business of the Danvers Public Schools. However, she may serve as a consultant to other school districts, educational agencies, or businesses, lecture, engage in writing activities and speaking engagements, and engage in other activities of a short-term duration at his discretion providing such activities do not interfere with the

business of the Danvers Public Schools. Such activities which require the Superintendent to be absent from the Danvers Public School system shall be reported to the Committee for approval. The Superintendent may continue to draw a salary for no more than seven consulting days. Honoraria paid to the Superintendent in connection with these activities in excess of seven days shall be transferred to the Town of Danvers. If the Superintendent chooses to use vacation leave to perform outside activities, she shall retain any honoraria paid. In no case will the Danvers Public Schools be responsible for any expenses attendant to the performance of such outside activities.

## SECTION II. TERM

The Superintendent shall be employed for a period of five (5) years commencing July 1, 2010 and terminating June 30, 2015. The Committee may terminate the services of the Superintendent, in accordance with the provisions set forth in Section III of this Agreement, subject to the full extent permitted by Massachusetts laws.

## SECTION III. TERMINATION & SEVERANCE

This employment contract may be terminated by:

A. MUTUAL AGREEMENT of the parties, however, a ninety (90) day written notification is required from the Superintendent in any case.

B. DISABILITY OF THE SUPERINTENDENT In the event of disability by accident, illness or other incapacity, after the Superintendent's accrued sick leave pay has been exhausted, compensation to the Superintendent shall be reinstated only after the Superintendent has returned to employment and undertaken the full discharge of his duties. The Committee may terminate this contract by written notice to the Superintendent if she is unable to perform her duties for a continuous period of ninety (90) days beyond accrued sick leave days. Determination of medical incapacity shall be made by a physician agreeable to both parties at the expense of the Danvers Public Schools.

C. DEATH OF THE SUPERINTENDENT

D. TERMINATION FOR CAUSE Employment of the Superintendent during the term of this contract may be terminated for good cause, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and cause or causes for her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. The superintendent shall not be subject to discipline or discharge on the basis of failure to meet goals, objectives and standards by which her performance is measured, in any year when a formal performance assessment is not completed in strict accordance with Section VII of this Agreement. Further, the Superintendent shall not be disciplined or discharged on the bases of any criticisms or complaints that have not been brought to her attention in accordance with Section VII. 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 fourteen (14) 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.

E. NOTICE A "Notice of Intent to Terminate" must be given by certified mail, return receipt requested to the Superintendent at her home address of record prior to July 1, 2006 and each subsequent July 1st.

F. PROCEDURAL RIGHTS The Superintendent may appeal an adverse Committee decision which shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof. The Superintendent may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party within six months of the date on which the Superintendent's employment was terminated. The right to file a demand for arbitration hereunder shall survive the expiration of the contract

or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may enter any and all appropriate relief, but in no case shall such award order or require the reinstatement of the Superintendent to her position. The Superintendent may be accompanied by legal counsel at the hearing. The Arbitrator shall not consider any evidence relating to complaints or criticisms that have not been previously forwarded to the Superintendent pursuant to Section VII of this Agreement.

#### SECTION IV. ANNUAL REVIEW OF EMPLOYMENT TERM AND RE-APPOINTMENT

A. On or before March 1st of each year of this agreement and any period of extension, either party may raise the question whether to extend this contract for an additional period of one year and the Committee may, by specific action and vote, and with the consent of the Superintendent, extend the termination date of the existing contract for an additional year or some longer term as permitted by law. The failure of the Committee to take action on or before March 1st of any given year shall not result in an automatic extension of the contract and a specific action or vote not to extend the contract is not a vote to terminate employment subject to review under Section III.

B. The Committee and the Superintendent, provided each has notified the other in writing of their desire to commence negotiations for a successor contract, will endeavor to reach agreement on a successor agreement prior to July 1, 2014. If the Superintendent is not re-appointed on or before July 1, 2014, nothing in this Agreement, absent termination pursuant to Section III, shall preclude the Superintendent from finishing the remainder of her term with its concurrent salary and benefits, and the contract shall expire on June 30, 2015.

#### SECTION V. COMPENSATION

A. BASE SALARY: The Superintendent shall be paid an annual base salary of \$145,005.57, effective July 1, 2010, subject to Section V; subsection B. The salary for the Superintendent shall be payable in equal installments in accordance with the policy of the Committee governing payment of other professional staff members in the Danvers Public School system.

B. COMPENSATION INCREASES: Annually, the Committee shall consider an increase in the base compensation for the Superintendent which shall be determined on the basis of her accomplishment of the goals and objectives and work performance described in Section VII. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract but it shall not be deemed that the Committee and the Superintendent have entered into a new contract or that the termination date of the existing contract has been extended.

C. REDUCTION IN SALARY: The Superintendent's salary shall not be reduced below the amount set forth in Section V; Subsection A, unless there is a general reduction of administrative salaries of the School District.

D. CLASSIFICATION: For the purposes of the Fair Labor Standards Act, the Superintendent shall be classified as an "exempt employee."

#### SECTION VI. BENEFITS

A. HEALTH AND DENTAL INSURANCE: The Superintendent shall be eligible for all health and dental insurance benefits available to other Town employees. The full premium cost for said insurance benefits shall be paid by the Town. In the event the Superintendent is terminated by the Committee under conditions pursuant to Section III of this Agreement, the Committee shall pay the full premium costs for said insurance benefits for six months from the date of termination. However, in the event the Superintendent is terminated for criminal conduct or willful misconduct, no such insurance will be required.

LIFE INSURANCE: The Committee agrees to provide a life insurance policy for the Superintendent in the amount of \$350,000 with no provision for an increase.

- C. DISABILITY INSURANCE: The Committee agrees to assume the full cost of a disability income insurance policy, but in no case shall such policy have a waiting period of less than 60 days.
- D. SICK LEAVE: The Superintendent is entitled to fifteen (15) days per year. Sick leave may be accumulated from year to year up to 175 days. Deductions for sick leave each year will be initiated from the allowable sick days for the current year before deductions are made from days accumulated from prior years.
- E. PERSONAL LEAVE: The Superintendent may have four (4) days with pay per year, non-cumulative, for the purpose of transacting or attending to personal business, or household matters.
- F. LEGAL LEAVE: The Superintendent is entitled to time necessary for appearance at court as a witness or for a hearing concerning legal affairs pertaining to school department business.
- G. DEATH IN THE FAMILY: In the event of the death of the Superintendent's parent (or person who has served in loco parentis), spouse or child, the Superintendent shall be entitled to leave with pay for all work days falling within five (5) consecutive work days beginning with the time of death. In the event of the death of the Superintendent's sibling, parent-in-law, or other members of the Superintendent's immediate household, the Superintendent shall be entitled to leave with pay for all work days falling within three (3) consecutive days beginning with the time of death.
- H. VACATION: The Superintendent shall receive 25 days of vacation annually. The Superintendent may carry over any unused days to the vacation time due in the following contract year. Under no circumstances may the total vacation time available exceed 61 days. Unused vacation shall be paid or redeemed upon termination, resignation, death or retirement at the per diem rate (based on 260 days). At least 2 weeks prior to any planned vacation of 5 consecutive days or more, the Superintendent shall notify the Chair of the Committee (by mutually acceptable means) of said vacation, except in extenuating circumstances.
- I. RETIREMENT ALLOWANCE: The Committee shall provide the Superintendent with a retirement allowance equal to 6% of her annual salary which shall be paid on a monthly basis and which shall be prorated for any period less than a full year.
- J. TECHNOLOGY/COMMUNICATIONS: For the duration of this Agreement, the Committee shall provide the Superintendent with sufficient technical support services and equipment, in the form of a school department owned personal computer or laptop and printer to allow the Superintendent to perform work at home or outside the district as needed or warranted at night or on weekends. The Committee shall also provide ancillary equipment and services, including but not limited to, a printer/scanner/fax/palm pilot and cell phone to assist the Superintendent's performance of her duties. Such equipment shall remain the property of the district and shall be accounted for and returned at the termination of the employment relationship.
- K. GENERAL BENEFITS: In addition, the Superintendent shall be entitled to such other benefits generally provided to Town Department Managers or School Department Administrators, subject to this Agreement.

## SECTION VII. EVALUATION

EVALUATION: The Committee shall evaluate the Superintendent's performance in writing in accordance with mutually agreed upon evaluation instrument which articulates the goals, objectives and standards by which the Superintendent's performance shall be measured. Said instrument shall be considered as part of and incorporated by reference in this document. An evaluation shall be completed by June 30th of each year. A summary or composite of the individual evaluations compiled by the Committee members shall be prepared by the Committee Chairman or his or her designee, signed by the Superintendent and placed in her personnel file. Such signatures shall not necessarily indicate agreement with the content therein, but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her file.

In addition, the Superintendent shall meet with the Committee sitting as a joint committee of the whole, at least once each contact year, for the purpose of discussing her performance as well as the working relationship between the Committee and the Superintendent.

All complaints or criticisms of the Superintendent's performance will be promptly brought to her attention.

#### SECTION VIII. EXPENSE REIMBURSEMENT

A. TRANSPORTATION: The Superintendent of Schools shall be reimbursed at the current rate reimbursed by the Town of Danvers for auto and in addition for all parking and tolls, that she undertakes for purposes of the district, whether within or without the district.

B. PROFESSIONAL MEETINGS: The Committee encourages the continuing professional growth of the Superintendent by participating (as much as she deems possible in light of her responsibilities to the Danvers Public Schools) in: 1. The operations, program, and other activities conducted or sponsored by local, state and national school administrators and school board associations, 2. Seminars and courses offered by the public and Private educational institutions; and 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Danvers Public Schools. The Danvers Public Schools shall pay the reasonable cost of travel and attendance, registration, meals, and lodging and professional fees, associated with such professional development up to \$3,000.00 per contract year. The School Committee, at its sole discretion, may approve additional amounts for professional development upon request of the superintendent, provided that such request is presented before such expenses are incurred.

C. OTHER EXPENSES: The Superintendent shall be reimbursed for any reasonable expenses incurred in the performance of her duties, or as an official representative of the School District, including attendance by her at civic events.

#### SECTION IV. BONDING & INDEMNIFICATION

In addition to the coverage provided by Section 13 of Chapter 258 of the Massachusetts General Law, the Committee and/or Town shall indemnify and save harmless the Superintendent for all matters in which she acted in good faith from all personal financial loss and expense including reasonable legal fees and reasonable costs, if any, in an amount not to exceed one million dollars (\$1 million), arising out of any claim, demands, suit or judgment by reason of any act or omission, if the Superintendent, at the time of such act or omission, was acting within the scope of her official duties. Willful torts and criminal acts are excepted. This section shall survive any termination of this Agreement.

#### SECTION XI. SEVERABILITY

If any provision or any portion thereof of this Agreement is found to be unconstitutional, invalid or unenforceable, it shall not affect the remainder of said Agreement but said remainder shall be binding and remain in full force and effect.

#### SECTION XII. TERMINATION OF PRIOR AGREEMENTS

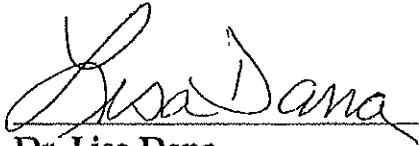
Upon the effective date of this agreement, all prior agreements between the parties shall become null and void, and this contract shall become the sole agreement between the parties.

#### SECTION XIII. EFFECTIVE DATES

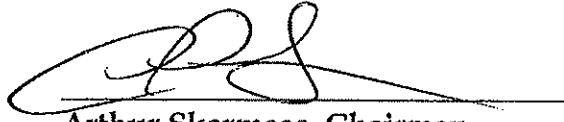
This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 18th day of October in the year 2010, such Agreement to be effective as of July 1, 2010 until June 30, 2015.

TOWN OF DANVERS  
PUBLIC SCHOOL DEPARTMENT  
By Its School Committee



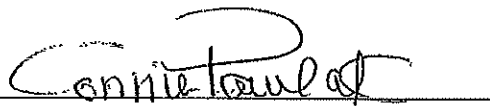
Dr. Lisa Dana  
SUPERINTENDENT OF SCHOOLS




Arthur Skarmas, Chairman



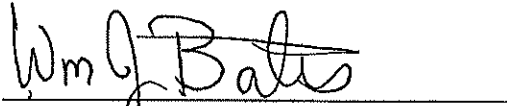
Eric Crane, Secretary



Connie Pawlak



Jean McCartin



William Bates

MEMORANDUM OF AGREEMENT

Lisa Dana, (hereinafter the Superintendent) and the Danvers School Committee (hereinafter referred to as Committee) hereby agree to amend the Superintendent's current employment contract to June 30, 2024 according to the terms contained below.

II. TERM

Dr. Dana's contract will be extended for an additional 1 year(s) beyond the current expiration date of June 30, 2024.

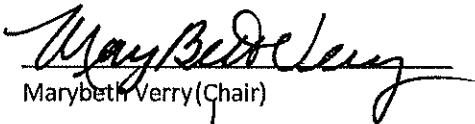
The term of this contract is to run from July 1, 2024 thru June 30, 2025.

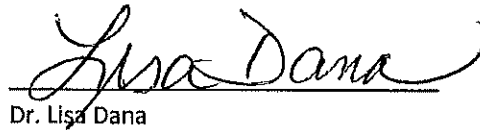
V. COMPENSATION

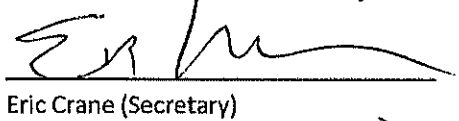
Dr. Dana will receive a merit increase of 2% (\$3,728.60) effective July 1, 2019 for a total base salary amount of \$190,158.60.

Dr. Dana will receive an equity adjustment of \$2,800 effective July 1, 2019 for a total base salary amount of \$192,958.60.

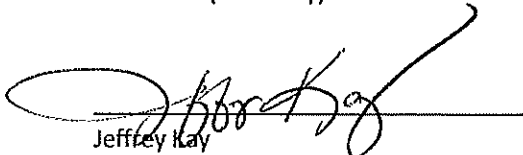
IN WITNESS WHEREOF, THE UNDERSIGNED have executed this contract the day and year aforesaid.

  
Marybeth Verry (Chair)

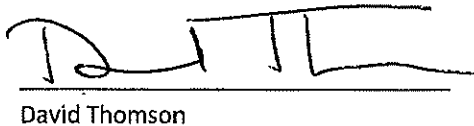
  
Dr. Lisa Dana

  
Eric Crane (Secretary)

  
Witness

  
Jeffrey Kay

  
Arthur Skarmas

  
David Thomson

January 13, 2020  
DANVERS SCHOOL COMMITTEE