

EMPLOYMENT AGREEMENT

UXBRIDGE SCHOOL COMMITTEE AND DAVID LJUNGBERG

This AGREEMENT, by and between the Uxbridge Public Schools of the Town of Uxbridge, Commonwealth of Massachusetts (hereinafter referred to as "the School District"), acting by and through the Uxbridge School Committee (hereinafter referred to as the "School Committee") and David Ljungberg ("Mr. Ljungberg" or the "Superintendent"), witnesses that:

WHEREAS, the School District desires to employ Mr. Ljungberg as the Superintendent of Schools of the Uxbridge Public Schools; and

WHEREAS, Mr. Ljungberg desires to serve as the Superintendent of Schools.

NOW THEREFORE, the School District and Mr. Ljungberg agree as follows:

1. **Employment.** The School District hereby employs Mr. Ljungberg as Superintendent of Schools and Mr. Ljungberg hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement.

2. **Term.** The term of this Agreement will be July 1, 2025 through June 30, 2028.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School District to terminate the services of the Superintendent, subject to the provisions set forth in this Agreement.

B. Mr. Ljungberg acknowledges his commitment to the School District for the duration of this Employment Agreement.

3. **Compensation.**

A. From July 1, 2025 through June 30, 2026, the School District will pay the Superintendent for services rendered by the Superintendent to the School District under this Agreement at the bi-weekly salary rate of \$7,500.00, which if annualized would equal \$195,000.00, less all lawful withholdings and deductions. The Superintendent shall receive 2.5% salary increases, effective July 1, 2026 and July 1, 2027.

B. The Superintendent agrees to perform faithfully the duties of Superintendent and to serve as the Chief Executive Officer of the School Committee. The annual salary shall be paid in equal installments in accordance with the rules of the School District governing payment of other professional staff members employed by the School District.

C. The Superintendent's salary for any contract year shall not be decreased below that of the previous contract year. The School Committee shall each year consider increasing the Superintendent's salary beyond the amount referred to above, taking into account its evaluation of the Superintendent's overall performance of long and short-term goals as

mutually agreed upon by the Superintendent and the School Committee and according to other such factors as the School Committee deems relevant.

D. Any salary adjustment made during the life of this Agreement shall be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Superintendent.

4. **Duties.** The Superintendent will serve as the Chief Educational and Instructional Leader of the Uxbridge Public Schools. He shall manage the affairs of the School District in accordance with M.G.L. Chapter 71, Section 59; the General Laws of the Commonwealth, generally; and the policies of the School Committee.

A. The Superintendent will administer and lead the District in the curriculum and instruction and will oversee all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reduction or termination of personnel employed or to be employed by the School District consistent with state law.

B. The administration of policy, the operation and management of the schools and the direction of employees of the School District shall be through the Superintendent. Such duties and responsibilities shall be performed and discharged by the Superintendent or his staff under his direction in accordance with the policies of the School Committee and law.

C. The Superintendent shall have the right to attend all open meetings of the School Committee and shall serve as an advisor to the School Committee and make recommendations on matters affecting the School District.

D. The Superintendent shall keep the School Committee advised of the educational achievements of the School District and of its financial status from time-to-time as requested by the School Committee. The Superintendent will keep the School Committee informed of significant School District business, activities and events and will provide the School Committee with such information and materials as the School Committee requests from time to time or is reasonably required to develop policies and be informed on the budget.

E. The Superintendent will represent the School District before appropriate public and private organizations and will perform duties consistent with his position. The Superintendent will also perform such other duties and responsibilities as may from time-to-time be assigned to him by the School Committee.

F. The Superintendent shall be responsible for adhering to all relevant School District policies, whether they specifically refer to administrators or not. The parties recognize that as the Chief Educational and Instructional Officer of the School District, the Superintendent must lead by example in all respects.

G. The Superintendent will devote his full time and best efforts to his duties as Superintendent and will perform such duties in a professional and competent manner.

5. **Status.** The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act. As such and in recognition of the professional obligations required of the Superintendent beyond normal business hours, the Superintendent shall have the professional flexibility to adjust his hours of work from day-to-day. This provision shall not be interpreted to create any formal compensatory time.

6. **Technology.**

A. The School District will provide the Superintendent with a laptop for his professional use during the term of this Agreement. Said laptop will be returned to the School District at the end of the Superintendent's employment with the School District. The Superintendent may request the School Committee supply the Superintendent with other technology to enable efficient time management, fluid communication, and work completion.

B. The Committee shall provide the annual sum of up to one thousand (\$1,000.00) in reimbursement in equal monthly payments to the Superintendent for his use of a cell phone and service fees. The Superintendent shall be allowed to retain the cell phone at all times during and after the conclusion of the employment relationship, and it shall be the personal property of the Superintendent. The Superintendent must provide documentation supporting this expense in accordance with District policies and practices.

7. **Business Expenses.** The School District will reimburse the Superintendent for all reasonable and necessary business expenses incurred in the performance of his duties, or as an official representative of the School District, including attendance by him at civic or social events, upon submission by the Superintendent of documentation of such expenses in accordance with School District policies, subject to the availability of appropriated funds.

8. **Professional Development Expenses.** The School Committee shall pay all dues and associated membership costs for MASS, AASA, ASCD and MASC up to \$2,500.00 per fiscal year. The School Committee may approve additional membership costs as requested by the Superintendent.

A. The School Committee shall reimburse the Superintendent, subject to budget appropriation, for attendance at, and reasonable and necessary expenses related to, professional conferences, including travel, food, lodging and registration expenses, upon submission by the Superintendent of a written voucher. The Superintendent shall coordinate his attendance at professional conferences with the Chair of the School Committee.

B. The School Committee will reimburse the Superintendent up to a total of \$5,000.00 per fiscal year for the cost of professional development, continuing education, and/or course reimbursement, upon submission by the Superintendent of a detailed written voucher for a particular expense.

9. **Performance Evaluation.**

A. The School Committee will evaluate the Superintendent's performance subject to the Massachusetts Department of Elementary and Secondary Education Evaluation

Regulations, including the completion of a formative assessment during the course of the year and a final summative evaluation on or before the last School Committee meeting before the Town's Annual Election unless the School Committee and Superintendent agree otherwise. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments and the discussion and establishment of goals for the ensuring school year. Any strategy discussions or compensation negotiations shall be held in executive session.

B. The School Committee shall prepare an evaluation of the Superintendent that shall be 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. Discussion of the Superintendent's evaluation shall be held during an open meeting per M.G.L. c. 30A, s. 21.

C. The parties shall have the right to mutually waive formal performance assessment in any year of this Agreement by specific vote or inaction, provided, however, that the Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when the agreed upon performance assessment is not completed.

D. The School Committee, individually and collectively, shall, in the interest of providing constructive feedback and in addressing potential concerns in a timely manner, share with the Superintendent any and all criticisms or complaints regarding the administration of the schools or his performance/conduct. Such criticisms or complaints shall be communicated to the Superintendent privately. Uncorroborated anonymous complaints shall not be relied upon for the evaluation or discipline of the Superintendent.

10. The Superintendent shall submit annually his proposed goals and objectives, including measurable outcomes and dependencies, to the School Committee at a date to be set by the School Committee for the School Committee's review and approval.

11. **Retirement/Annuity.**

A. The Superintendent will be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

B. The Superintendent may participate in any 403(b) annuity plan offered by the Town or School District on the same terms and under the same conditions as other eligible employees.

12. **Insurance.** The Superintendent will be eligible for and subject to the same group health insurance benefits, group life insurance benefits and any other group insurance benefits available to non-bargaining unit employees of the School District.

A. Modification of such group benefits or contribution rates shall not constitute a breach of this Agreement or any extension thereof, and the School District reserves the right to change, amend or end all group benefits.

B. In the event of any conflict between this Agreement and any practice of the School District related to Administrator group benefits, the provisions of this Agreement shall prevail.

13. **Paid Leave.** Unless otherwise stated herein, the Superintendent will receive paid leave, including paid holidays and bereavement leave, in accordance with School Committee policy.

A. The Superintendent will accrue twenty-eight (28) vacation days per fiscal year. The Superintendent shall be allowed to use up to eight (8) days of vacation while school is in session, but may be allowed to use additional days with the approval of the Chair of the School Committee. The Superintendent will coordinate his use of vacation leave with the Chair of the School Committee, including vacation leave while school is in session. The Superintendent may buy back up to five (5) unused vacation days at the end of the fiscal year provided the Superintendent gives the Chair of the School Committee notice of his intent to do so no later than June 1st of the fiscal year. Unused vacation leave may not carry over from year-to-year.

B. The Superintendent will be entitled to three (3) days of personal leave per fiscal year. Unused personal leave shall not carry over from year-to-year. The Superintendent will coordinate his use of personal leave with the Chair of the School Committee.

C. The Superintendent will accrue 15 sick days per fiscal year. Sick leave shall accumulate from year-to-year to a maximum of 175 days. The Superintendent may use sick leave to care for his spouse, parents or children or other individuals permanently residing in his residence. The School Committee, in its discretion, may grant additional sick leave, upon the Superintendent's request.

14. **Certification.** The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts law.

15. **Other Professional Activities.** The Superintendent may accept reasonable speaking, writing, lecturing or other engagements of a professional nature, provided they do not derogate from or interfere with his duties as Superintendent, are in accordance with M.G.L. Chapter 268A, and he notifies the Chair of the School Committee in advance of such engagements.

16. **Termination of Agreement.**

A. The School Committee may terminate this Agreement at any time during the term of this Agreement upon nine (9) months' notice to the Superintendent or may provide pay and benefits in lieu of notice.

B. The School Committee may suspend or terminate the Superintendent and this Agreement for Good Cause after being provided written notice and an opportunity to be heard. For the purposes of this provision, the term "Good Cause" shall mean a reason related to

the legitimate interests of the School District brought forward in good faith as distinguished from reasons that are arbitrary, capricious and/or brought forward in bad faith or irrelevant to the sound operation of the School District. The Superintendent shall be advised of the charge or charges and cause or causes for his proposed discharge and shall be given an opportunity for a hearing prior to the official action being taken. 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 School Committee shall provide fifteen (15) 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 actions and copies of all relevant documents on which the School Committee intends to rely for such action.

C. The Superintendent may resign his position upon ninety (90) days written notice to the School Committee.

D. This Agreement and the Superintendent's employment may be terminated at any time by mutual consent of both parties.

E. Upon termination of this Agreement for any reason, the Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of termination.

F. Termination of the Superintendent's employment shall terminate this Agreement.

G. This provision shall survive the termination of this Agreement.

17. Arbitration of Suspension and/or Termination for Good Cause.

A. The Superintendent may challenge his suspension or termination for Good Cause under Section 16(B) above, excluding claims based on state or federal anti-discrimination laws, statutes, or regulations, by filing a demand for 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, for enforcement pursuant to the provisions of and standards of M.G.L. c. 150C, or if M.G.L. c. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

B. If the Superintendent wishes to file a demand for arbitration, he shall do so within thirty (30) days of the date on which the suspension or termination for Good Cause is imposed. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employer relationship.

C. The arbitrator may enter an award not to exceed the value of the remaining term of this Agreement and, in no case, shall such award order or require the reinstatement of the Superintendent.

D. It is expressly understood and agreed that the non-reappointment of the Superintendent by the School Committee in accordance with this Agreement, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of M.G.L. Chapter 71 or any other provision of law, and that any requirements thereof shall not be applicable in such circumstances.

18. **Renewal.** The School Committee, on or before June 30, 2027, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. If the School Committee does not notify the Superintendent by this date that it does not intend to renew this agreement, it shall be renewed for a one-year period.

A. If the School Committee fails to give such written notice by January 15, 2028, this Agreement and the Superintendent's employment with the School District shall end on June 30, 2028.

B. A non-renewal of this Agreement shall not constitute a dismissal of the Superintendent but rather a conclusion of the contract term.

19. **Notices.** All notices required by this Agreement will be in writing and will be deemed to have been duly delivered when delivered in person or three (3) business days after being mailed by certified mail, return receipt requested, or the next business day after being deposited, delivery prepaid, with a nationally recognized next day delivery service, as follows:

TO THE SCHOOL COMMITTEE: [NAME], Chair
Uxbridge School Committee 20.
9 N. Main Street
Uxbridge, MA 01569

TO THE SUPERINTENDENT: David Ljungberg
[ADDRESS]

Consultation with Counsel; No Representation. The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

21. **Indemnification.**

A. The School Committee shall indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance, or for assistance in any other proceeding, including, but not limited to, grievance administration, arbitration or hearings before the Labor Relations Commission or other body for any day or part thereof during which such assistance is rendered at the then current superintendent's per diem rate of pay.

B. If the School Committee does not provide the Superintendent with representation, the Superintendent may retain, at the expense of the School Committee and upon prior notice to the Committee, independent legal counsel, subject to the approval of the fees for said counsel, except with regard to disputes between the Superintendent and the School Committee, to provide representation to the Superintendent during the course of any proceeding before state or federal agencies or courts in which the Superintendent has been individually named. In such cases the Counsel for the School Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the School Committee Counsel in the defense of such action.

C. This indemnification provision shall survive expiration of this Employment Agreement or the cessation of the employment relationship by any means or cause.

22. **Completeness.** This Agreement constitutes the entire agreement between the School District and the Superintendent and supersedes any and all other agreements, written or oral, between the parties. This Agreement may only be changed by written amendment executed by the School Committee and the Superintendent.


23. **Severability.** If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated so long as the underlying intent of this Agreement can be maintained. The language of all the parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

24. **Interpretation.** This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

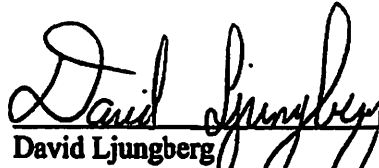
IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the day and year below last written.

UXBRIDGE PUBLIC SCHOOLS,
Acting by and through the Uxbridge
School Committee


Christine Pezzullo, Chair


Benjamin Casper, Vice-Chair

DAVID LJUNGBERG


David Ljungberg

Dated: 6/24/25

Matthew Kling, Secretary


David Shinnick, Member


Jessica Mandile, Member


Kara Guy, Member


Breonna Lenart, Member

Dated: 06/24/2025

APPROVED AS TO LEGAL FORM:


Marc L. Terry,
School Counsel

Dated: 6/26/25