

EMPLOYMENT AGREEMENT
BETWEEN
LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT
AND
████████████████████
2023-2026

This AGREEMENT, by and between the Lincoln-Sudbury Regional School District (the "District"), acting by and through the School Committee, and ██████████ ("Director of Finance and Operations"), witnesses that:

WHEREAS, the District employs ██████████ as Director of Finance and Operations; and

WHEREAS, ██████████ serves as Director of Finance and Operations.

NOW THEREFORE, the School Committee and ██████████ agree as follows:

1. Position and Duties: ██████████ will be employed as the Director of Finance and Operations. ██████████ will devote his/her/their full-time and best efforts to his/her/their duties as Director of Finance and Operations, and will perform such duties in a professional and competent manner. He/she/they understands his/her/their duties will be performed on a full-time basis without regard to whether school is in session. He/she/they recognizes that his/her/their responsibilities are not determined by prescribed hours and conditions and he/she/they will expend the time and effort necessary to effectively achieve the goals and purposes of the District. He/she/they shall be responsible for adhering to all relevant District policies, regardless of whether they specifically refer to administrators.

2. Term: This contract shall be for the term of three years, commencing on or about July 1, 2023, and expiring June 30, 2026. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of the Director of Finance and Operations, subject to paragraph 11 of this Agreement.

3. Employee Status: The position of Director of Finance and Operations is an exempt position under the Federal Fair Labor Standards Act and Chapter 151 of the Massachusetts General Laws.

4. Salary: Increases in compensation for the Director of Finance and Operations shall be tied to successful completion of a professional development plan, designed in collaboration with the Superintendent/Principal and the School Committee and subject to the input of the Director of Finance and Operations. Assuming professional development goals are met during each year of this agreement, annual salary will be as follows:

a. In the first year of the Agreement (July 1, 2023 through June 30, 2024), the District will pay the Director of Finance and Operations, at such intervals as compensation is paid to other District-employees, a semi-monthly salary which, if annualized, would equal One Hundred Sixty-Seven Thousand Fifty dollars (\$167,050), less all lawful withholdings and deductions.

b. In the second year of the Agreement (July 1, 2024 through June 30, 2025), the District will pay the Director of Finance and Operations, at such intervals as compensation is paid to other District-employees, a semi-monthly salary which, if annualized, would equal One Hundred Seventy-Two Thousand Sixty-One dollars (\$172,061), less all lawful withholdings and deductions.

c. In the third year of the Agreement (July 1, 2025 through June 30, 2026), the District will pay the Director of Finance and Operations, at such intervals as compensation is paid to other District-employees, a semi-monthly salary which, if annualized, would equal One Hundred Seventy-Five Thousand Five Hundred Two dollars (\$175,502), less all lawful withholdings and deductions.

5. Benefits: The Director of Finance and Operations shall be entitled to all insurance benefits made available to other District employees. Other benefits, e.g., paid holidays, bereavement leave, personal days, shall be provided as are generally provided to other members of the District's administrative leadership team. The Director of Finance and Operations shall be entitled to 25 vacation days per school year, dates of which to be previously approved by the Superintendent/Principal.

6. Professional Development: The district will provide, pay for or reimburse the Director of Finance and Operations for reasonable professional development and association costs subject to the prior approval of the Superintendent/Principal. The Director of Finance and Operations may, subject to the Superintendent's approval, accept speaking, writing, lecturing, or other engagements of a professional nature including taking courses, provided they do not detract or derogate from the duties of the Director of Finance and Operations.

7. Retirement Benefits: The Director of Finance and Operations will be a member of the Massachusetts Teachers Retirement System (MTRS) as required by M.G.L. Chapter 32, Section 2.

8. Expense Allowance: The Director of Finance and Operations shall receive compensation as reimbursement for business-related expenses, including mileage for the use of his/her/their personal automobile as well as other expenses incurred as a result of other professional activities in the amount of up to \$2,200 for the year. The Director of Finance and Operations will be required to follow the District's reimbursement and/or documentation procedures.

9. Certification: The Director of Finance and Operations will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying his/her/their to act as the Director of Finance and Operations, as required by Massachusetts law.

10. Performance Evaluation: The Superintendent/Principal, in conjunction with the School Committee, will evaluate the Director of Finance and Operations.

11. Termination of Agreement: The District may terminate the Director of Finance and Operations' employment during the Term as follows:

(a) **By the District for Cause.** The District may terminate the Director of Finance and Operations' employment for cause at any time.

(b) **Resignation or Termination Other than for Cause.** The District may terminate the Director of Finance and Operations other than for cause upon sixty (60) days written notice to his/her/their, and the Director of Finance and Operations may resign his/her/their employment upon sixty (60) days written notice to the Superintendent of Schools.

(c) **By Mutual Consent of the Parties.** The parties may agree to terminate the employment relationship at any time by mutual consent.

(d) **Due to Death or Disability.** The Director of Finance and Operations' employment shall terminate upon his/her/their death, and the District may terminate upon the Director of Finance and Operations' inability to perform the essential functions of his/her/their position with or without a reasonable accommodation.

Termination of the Director of Finance and Operations' employment shall terminate this Agreement and any obligations hereunder.

This provision shall survive the termination of the Agreement.

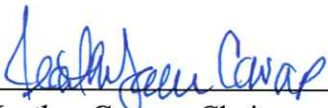
12. Completeness: This Agreement constitutes the entire agreement between the District and the Director of Finance and Operations and supersedes any and all other agreements, written or oral, between the parties. This Agreement may only be changed by written amendment executed by the School Committee and the Director of Finance and Operations.

13. 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 same continues to fairly reflect the intentions of the parties.

14. Interpretation: This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, and 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 HEREOF, the Committee, by its Chair, duly authorized, and the Director of Finance and Operations, hereby execute and agree to this Contract for Employment this _____ day of December, 2022.

LINCOLN-SUDBURY REGIONAL SCHOOL COMMITTEE





Heather Cowap, Chair



Date

DIRECTOR OF FINANCE AND OPERATIONS



 Director of Finance and Operations



Date