

SUPERINTENDENT/PRINCIPAL
LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT

Contract for Employment

THIS AGREEMENT made, effective July 1, 2023, is by and between the Lincoln Sudbury Regional School District, hereinafter referred to as the "District", by and through its Regional District School Committee, hereinafter referred to as the "Committee," and ██████████ ██████████, hereinafter referred to as "██████████" or the "Superintendent/Principal," witnesses that in consideration of the promises herein contained, the parties agree as follows:

1. **EMPLOYMENT:** The District wishes to employ ██████████ as its Superintendent/Principal, and ██████████ accepts such employment.

2. **DUTIES:** The Superintendent/Principal shall perform faithfully, to the best of his ability, the duties of the Superintendent/Principal.

3. **TERM:** This Agreement shall be for a term of three (3) years, commencing July 1, 2023 and ending June 30, 2026, provided that this Agreement may be terminated prior to its expiration: (1) by a 2/3 vote of the Committee and upon 180 calendar days' prior written notice to the Superintendent/Principal unless otherwise agreed; (2) by the Superintendent/Principal upon 180 calendar days written notice unless otherwise agreed; (3) by the Committee immediately upon the death of the Superintendent/Principal or the inability of the Superintendent/Principal to perform the essential functions of his position with or without a reasonable accommodation; (4) by the Committee for cause on the terms set forth below; or (5) at any time, for any reason, upon the mutual written agreement of the parties. In the event the Committee seeks to terminate the Superintendent/Principal for cause, the Committee shall inform the Superintendent/Principal in writing of the cause(s) for

his proposed discharge and the Superintendent/Principal will be given an opportunity for a hearing before the Committee prior to his termination becoming effective. The Committee shall provide the Superintendent/Principal thirty (30) days' prior written notice of said hearing.

In the event the Committee intends to renew the Superintendent/Principal's employment past the term of this Agreement, the Committee shall provide the Superintendent/Principal with written notice of such intent no later than January 1, 2026 (or January 1st of any renewal term). If the School Committee fails to give such written notice by said date, this Agreement and the Superintendent/Principal's employment with the School District shall end on June 30, 2026 (or on June 30th of any renewal term).

In the event the Committee provides notice of renewal and the parties do not negotiate a successor Agreement by June 30, 2026 (or June 30th of any renewal term), this Agreement shall remain in full force and effect for a renewal term of one (1) year at the same compensation level as the most recently completed year.

The non-renewal of this Agreement shall not constitute a dismissal of the Superintendent/Principal. The expiration or termination of this Agreement shall result in the cessation of the employment relationship.

All obligations under this Agreement shall cease upon the earlier of its expiration or its termination in accordance with this Section 3.

4. **COMPENSATION:** Effective July 1, 2023, the Superintendent/Principal shall be paid at a semi-monthly rate of \$_8,625.00_, which, if annualized, would equal \$_207,000.00_. Said semi-monthly rate shall increase, effective July 1, 2024, to \$_8,798.00_ and, effective July 1, 2025, to \$_9,061.00_, which, if annualized, would equal \$_211,140.00_ and

\$217,474.00, respectively. The Committee reserves the right to change its payroll procedures and to pay the Superintendent/Principal on bi-monthly or monthly basis, in which case the Superintendent/Principal's pay shall be adjusted to result in the annualized amounts set forth in this Section 4.

5. **EVALUATION**: The Superintendent/Principal shall be evaluated in a manner consistent with the established standards and procedures outlined in the "DESE Educator Evaluation Model" and the duties and responsibilities contained in the Superintendent/Principal job description. The District, with input and collaboration of the Superintendent/Principal, shall modify the current evaluation instrument to also account for the duties of Principal. Said evaluation instrument shall be updated no later than August 1, 2023, unless the Committee and Superintendent/Principal agree otherwise.

6. **INDEMNIFICATION**: The District shall at all times indemnify and hold harmless the Superintendent/Principal to the maximum extent and in accordance with the terms of M.G.L. c. 258. The Superintendent/Principal shall assist the District and/or the Committee in any litigation; provided that, after the cessation of the employment relationship, the District shall compensate the Superintendent/Principal for other than *de minimis* assistance on reasonable terms.

The Superintendent/Principal may retain, at his own expense, independent legal counsel to provide representation to his during the course of any proceeding in which the statutory indemnification provisions of M.G.L. c. 258 are implicated. In such cases, counsel for the District and/or the Committee shall retain primary responsibility for the preparation, presentation and settlement of the case. The Superintendent/Principal shall fully and

completely cooperate with the counsel to the District and/or the Committee in the defense of such action.

This Section 6 shall survive the expiration/termination of this Agreement.

7. **CERTIFICATION**: The Superintendent/Principal shall furnish and maintain throughout the term of this Agreement a valid and appropriate license from the Massachusetts DESE qualifying him to act as the Superintendent/Principal.

8. **OTHER ACTIVITIES**: Subject to the prior written approval of the Committee (acting through the Chair or Vice Chair in the Chair's absence), the Superintendent/Principal may accept speaking, writing, lecturing, consulting, or other engagements of a professional nature provided that such engagements do not interfere with significant events requiring the Superintendent/Principal's attendance in the school building.

9. **REIMBURSEMENT FOR EXPENSES**: The Committee, within its general policy or as otherwise approved, shall reimburse the Superintendent/Principal for those expenses reasonably incurred in the performance of his duties under this contract. Such expenses, which shall not exceed \$1,000.00, individually, and \$5,500.00 in any fiscal year without prior approval of the Committee, may include, but not be limited to, costs of transportation and attendance at appropriate national, state and local meetings and conferences. The Committee shall also pay for the Superintendent/Principal's membership in the Massachusetts Association of Superintendents and the American Association of School Administrators, and other such professional organizations as the Committee may approve.

10. **PROFESSIONAL DEVELOPMENT**: The Committee shall provide the Superintendent/Principal with funds necessary to secure professional development in an amount not to exceed \$1,500.00 in any fiscal year from organizations.

11. **STATE RETIREMENT:** The Superintendent/Principal shall be a member of the Massachusetts Teachers' Retirement System as required by Massachusetts General Laws.

12. **FRINGE BENEFITS:** The Superintendent/Principal shall be entitled to all insurance benefits made available to other District employees. Other benefits, e.g., paid holidays, bereavement leave, personal days, sick days, shall be provided as are generally provided to other members of the District's administrative leadership team.

13. **ANNUAL VACATION:** The Superintendent/Principal shall be entitled to 25 vacation days per year. He may carry over up to 5 days of unused vacation leave from one fiscal year to the next, but shall not exceed a balance of 30 vacation days at any time.

14. **ENTIRE AGREEMENT:** This contract embodies the whole agreement between the Committee and the Superintendent/Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

15. **CONSULTATION WITH COUNSEL; NO REPRESENTATION:** The Superintendent/Principal 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 Committee has made no representations or warranties to the Superintendent/Principal concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

16. **INVALIDITY:** If any paragraph or part of this agreement is invalid, the balance of the contract shall be binding and effective against all parties.

IN WITNESS HEREOF, the COMMITTEE, by its Chair, duly authorized, and the SUPERINTENDENT/PRINCIPAL, hereby execute and agree to this Contract for Employment this 24th day of May, 2023.

LINCOLN SUDBURY REGIONAL SCHOOL COMMITTEE

SUPERINTENDENT/
PRINCIPAL

By: Heather Cowap, Chair
Heather Cowap, Chair

[Redacted signature area]

Dated: May 24/2023

Dated: 5/28/23