

**EMPLOYMENT AGREEMENT  
BETWEEN  
LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT  
AND**

**~~PETER ROWE~~**

**INTERIM DIRECTOR OF FINANCE AND OPERATIONS**

**2019-2020**

This AGREEMENT, by and between the Lincoln-Sudbury Regional School District (the "District"), acting by and through the Superintendent on behalf of the School Committee, and ~~Peter Rowe~~ (~~Mr. Rowe~~ or "Interim Director of Finance and Operations"), witnesses that:

WHEREAS, the District desires to employ ~~Mr. Rowe~~ as Interim Director of Finance and Operations; and

WHEREAS, ~~Mr. Rowe~~ desires to serve as Interim Director of Finance and Operations.

NOW THEREFORE, the School Committee and ~~Mr. Rowe~~ agree as follows:

1. **Position and Duties:** ~~Mr. Rowe~~ will be employed as the Interim Director of Finance and Operations. ~~Mr. Rowe~~ will devote his .8 time and best efforts to his duties as Interim Director of Finance and Operations, and will perform such duties in a professional and competent manner. He understands his duties will be performed on a full-year basis without regard to whether school is in session. He recognizes that his responsibilities are not determined by prescribed hours and conditions and he will expend the time and effort necessary to effectively achieve the goals and purposes of the District.
2. **Term:** This contract and the Interim Director of Finance and Operation's appointment shall be for the term of one year, commencing on July 1, 2019, and expiring June 30, 2020. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of the Interim Director of Finance and Operations, subject to paragraph 11 of this Agreement.
3. **Employee Status:** The position of Interim 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:** The District will pay the Interim Director of Finance and Operations, at such intervals as compensation is paid to other exempt employees, a semi-monthly salary which, if annualized, would equal One Hundred Forty Thousand dollars (\$140,000 = .8 x \$175,000), less all lawful withholdings and deductions.

5. **Benefits:** The Interim 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 Interim Director of Finance and Operations shall be entitled to accrue 25 vacation days for the 2019-20 fiscal year.

6. **Professional Development:** The District will provide, pay for or reimburse the Interim Director of Finance and Operations for reasonable professional development and association costs subject to the prior approval of the Superintendent/Principal. The Interim 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 Interim Director of Finance and Operations.

7. **Retirement Benefits:** The Interim Director of Finance and Operations is a retired member of the Massachusetts Teachers Retirement System (MTRS). A waiver is not required for **Dr. Rowe** to assume this working assignment.

8. **Expense Allowance:** The Interim Director of Finance and Operations shall receive compensation as reimbursement for business-related expenses, including mileage for the use of his personal automobile as well as other expenses incurred as a result of other professional activities in the amount of up to \$2,000 for the year. The Interim Director of Finance and Operations will be required to follow the District's reimbursement and/or documentation procedures.

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

10. **Performance Evaluation:** The Superintendent/Principal will evaluate the Interim Director of Finance and Operations.

11. **Termination/Resignation of Agreement:** The Superintendent may terminate the Interim Director of Finance and Operations' employment during the Term as follows:

a. For cause during the term of this Agreement;

Without cause upon 30 days' written notice, provided the Superintendent may provide pay in lieu of notice;

b. Upon the Interim Director of Finance and Operation's death or inability to perform the essential functions of his position with or without an accommodation due to a



disability; or

c. Upon such terms as the Superintendent and Interim Director of Finance and Operations may agree.

The Interim Director of Finance and Operations may resign upon 30 days' notice to the Superintendent.

Upon the Interim Director of Finance and Operations' termination or resignation, this Agreement shall also terminate.

12. Completeness: This Agreement constitutes the entire agreement between the District and the Interim Director of Finance and Operations and supersedes any and all other agreements, written or oral, between the parties. The Agreement may only be changed by written amendment executed by the School Committee and the Interim 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 the Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Committee, by its Chair, duly authorized, and the Director of Finance and Operations, hereby execute and agree to this Contract for the Employment this \_\_\_\_ day \_\_\_\_, 2019.

LINCOLN-SUDBURY REGIONAL  
SCHOOL COMMITTEE  
By and through its  
Superintendent/Principal

By: \_\_\_\_\_

Bella Wong

Dated: \_\_\_\_\_

6/10/19

INTERIM DIRECTOR OF  
FINANCE AND OPERATIONS

\_\_\_\_\_

Dated: \_\_\_\_\_

6/7/19