D. W. DATA SPECIALIST
CONTRACT OF EMPLOYMENT

In consideration of these agreements, the parties agree as follows:

EMPLOYMENT: The School Committee to employ Anne Marie Lemire as D.W. Data Specialist of the Tyngsborough Public Schools.

A. **Work Week/Year**

40 hours per week, 52 weeks per year.

B. **Sick Leave**

-15 sick days per year accumulative to 250 days.

-In cases of merit, the Committee, at its discretion, may allow sick leave beyond the limit set above upon the written recommendation of the Superintendent of Schools.

-Upon retirement or death, this person or beneficiary shall be paid at 50% of their daily rate (salary divided by the number of stated work days) for 13% of their accumulated sick leave at the time of death or retirement. Payment to be made in a lump sum upon retirement or to the beneficiary at the time of the death.

C. **Compensation**

The D.W. Data Specialist shall be paid an annual salary; beginning July 1, 2010 a minimum of $57,181 per year to be paid in 26 payments. Annual percentage increases to be negotiated yearly.

D. **Health Insurance**

Said person will be entitled to participate in any and all insurance plans (health, life, etc.) provided by the Town at a contribution rate of 25% employee/75% employer.

E. **Personal Business**

Personal leave shall be available in situations which require absence during employment and/or school hours for the purpose of transacting or attending to personal or legal business, or family matters. Personal leave will be granted for not more than (3) days per year. Personal leave will require at least forty-eight (48) hours advance notice to the Superintendent.

The notification time may be waived by the Superintendent in unusual or emergency circumstances. Use of personal leave shall only be granted with the approval of the Superintendent, but approval shall only be withheld in such instances that in the judgment of the Superintendent will severely hamper the school system in its ability to fulfill its educating function. Personal leave days are not accumulative from year to year. Personal leave will not be deducted from sick leave and will not be granted the day before or the day after a paid holiday or vacation period.

F. **Serious Illness or Death in the Immediate Family**

A maximum of five (5) days per year will be granted for serious illness or death in the immediate family. These days, if used, shall not be deducted from sick leave. The

definition of the immediate family for the purpose of this policy shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If, in the opinion of the Superintendent, a relationship exists similar to that of the family relationship, this leave may be granted. These days are not accumulative from year to year.

G. **Vacation**

After 1 year of service:	2 weeks
After 5 years of service:	3 weeks
After 10 years of service:	4 weeks

H. **Paid Holidays**

Said Person will be entitled to the following holidays with pay provided they are present for the working day before and the working day following the holiday:

Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Christmas Day
Independence Day	Day after/before Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	Washington's Birthday
Memorial Day	

I. **Jury Duty**

Compensation will be provided in accordance with the laws of the County and the Commonwealth of Massachusetts.

J. **Tuition Reimbursement**

-Total of $1,200 in tuition and required fees for credit courses in each fiscal year (July 1-June 30).

-All courses must have prior approval of the Superintendent of Schools and must relate to the requirements of the position.

-Tuition reimbursement will be made upon the successful completion of each course.

-If required to enroll in a course, including in-service courses by the Superintendent or the Committee, the full cost of the course shall be incurred by the Committee.

K. **Evaluations**

A yearly written evaluation will be completed by the Director of Technology.

L. **Paternity/Maternity/Childrearing Leave**

-Short-term Maternity Leave

1. Upon receipt of at least two weeks written notice of his/her anticipated date of departure and intention to return, the School Committee shall grant a leave of absence for paternity/maternity for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D.

2. This leave may be extended by mutual agreement between said person and the School Committee in order that said person who has been on short-term paternity/maternity leave status may return at an appropriate time in consideration of the school system.

Extended Paternity/Maternity Leave

1. Under normal circumstances upon receipt of at least six (6) weeks written notice of his/her anticipated date of departure and intention to return, the School Committee may grant an extended long-term paternity/maternity child-rearing leave.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on this the 4th day of June in the year 2010.

Town of Tyngsborough

By _____

Darrell J. Lockwood
Superintendent of Schools

_____

Ann Marie Lemire
D.W. Data Specialist