

Dudley-Charlton RSD
Heritage Elementary School Principal
EMPLOYMENT CONTRACT

This employment contract is entered into this ____ day of _____, 2021 between the Dudley-Charlton Regional School District (DCRSD) School Committee, hereinafter referred to as the “District” and Mr. Principal, hereinafter referred to as the “Mr. Principal” or “Principal”.

In consideration the promises herein contained, the parties hereto mutually agree to the following terms and conditions:

Employment

The Committee hereby employs Mr. Principal as Heritage Elementary School Principal of the regional public schools of Dudley-Charlton and Mr. Principal here accepts such employment pursuant to M.G.L. Chapter 71, Section 59.

Licensure

Mr. Principal shall furnish and maintain throughout the term of this contract a valid and appropriate licensure qualifying his to act as Principal of the Heritage Elementary School in the Commonwealth as required by M.G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

Term

Mr. Principal shall be employed for a term of three years commencing on or around the 1st day of July 2021, and ending on the 30th day of June 2024.

This shall be no penalty for release or resignation by the “Principal” from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect or upon sixty (60) days notification from Mr. Principal unless otherwise agreed upon in writing a lesser period of time at which the resignation or release is to take effect.

Duties and Functions

Mr. Principal shall perform faithfully, to the best of his ability, the duties and functions of Principal of the Heritage Elementary School as set for in the job description adopted by the Committee as policy as it may be amended from time to time during the term of this contract. Such job description, as amended, is hereby incorporated into this contract by reference as if fully restated herein.

Mr. Principal shall perform all of the duties and functions as defined in the laws of the Commonwealth of Massachusetts, Chapter 71, Section 59 and such other related duties and functions as may be assigned by the Superintendent.

Mr. Principal shall strictly adhere to all rules, regulations, customs and policies of the Dudley-Charlton RSD which are currently in effect and which may be established hereafter with respect to the conduct of employees.

Compensation

The Committee shall pay Mr. Principal an annual salary in accordance with the following schedule, to be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

Effective July 1, 2020.....\$107,500.00
 Effective July 1, 2021.....\$107,500.00*
 Effective July 1, 2022.....\$107,500.00*+**

FY22 *Annual COLA matches the DCTA COLA
 FY23 *+**Annual COLA matches the DCTA COLA

Longevity. Mr. Principal shall be paid, in addition to his salary, an annual longevity increment in the amount of which shall be in accordance with longevity payment schedule (after 10 years of service \$550; after 15 years of service \$850; after 20 years of service \$1050; after 25 years of service \$1,300; and, after 30 years of service \$1,550) provided that such years of service be completed by June 30 of the school year in which such length of service is attained. For the purposes of this provision, length of service shall be interpreted to mean length of continuous service in the DCRSD.

Mr. Principal, upon providing the Superintendent with a reasonable notice to retire, usually one year, will be eligible to receive a \$500 a year longevity payment for each year of employment in the DCRSD, capped at \$5,000.

Insurance

Mr. Principal shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the DCRSD, subject to terms and conditions of said coverage and at the same rate as provided for said employees.

State Retirement

Mr. Principal shall be a member of the Massachusetts Teachers' Retirement System as mandated by M.G. L. Chapter 31, Section 2.

Work Hours

Mr. Principal shall attend all meetings while the business to be considered relates to his area of responsibility unless he has received prior permission of the Superintendent to be excused from the meeting.

Mr. Principal recognizes that his responsibilities and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of DCRSD.

Annual Vacation, Holiday and Sick Leave

Mr. Principal shall receive thirty (30) working days as annual vacation, exclusive of legal holidays; and may carry over up to five (5) days from any one (1) contract year to the next, but shall not be able to carryover any such days of a given contract year beyond the next following

contract year. If Mr. Principal resigns or retires prior to June 30th of a given year, he will receive a pro-rata share of vacation based upon the number of months worked in that contract year.

Holidays

- 1) 4th of July
- 2) Labor Day
- 3) The Monday on which Columbus Day is celebrated in Massachusetts
- 4) Veterans' Day
- 5) Thanksgiving day
- 6) The day after Thanksgiving Day
- 7) The day before Christmas provided it is a regularly scheduled work day
- 8) Christmas Day
- 9) New Year's Day
- 10) The Monday on which Martin Luther King's birthday is celebrated in Massachusetts
- 11) President's Day
- 12) Patriots' Day
- 13) Good Friday, when school is not in session
- 14) The Monday on which Memorial Day is celebrated
- 15) Juneteenth Day provided it is a regularly scheduled work day

Sick Leave

The district shall grant sick leave to the principal without loss of pay when the principal is absent due to illness or disability extending up to 90 days per occurrence. The district shall maintain a long-term disability insurance policy, which, beginning with the 91st day of illness or disability, shall pay to the principal an income at the rate of 70% of the employee's salary, but not to exceed \$6,000.00 monthly. This disability income shall continue until the principal returns to work or reaches age 65, whichever first occurs.

The Superintendent may require medical evidence of any absence after three (3) consecutive days of absence.

Personal Days

Mr. Principal shall be entitled to three (3) personal days per year for the purpose of transacting or attending to imperative personal business.

Bereavement Leave

Upon the death of spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, sister-in-law, brothers-in-law, sibling, grandparent, or grandchild, Mr. Principal will be granted up to five (5) days bereavement leave with pay.

Religious Days

Observance of one religious' day per contract year will be allowed and as such will not be charged against personal or sick leave. Such days shall not carryover, nor be compensated upon separation from employment.

Reimbursement

The Committee shall reimburse Mr. Principal for reasonable and necessary food and lodging for out of district travel representing the DCRSD. These amounts shall be payable upon submission of receipts by Mr. Principal to the Committee. All out of state expenses must be approved in advance by the Superintendent. In-state travel costs will be reimbursed at the I.R.S. standard mileage rates.

Subject to the approval of the Superintendent, Mr. Principal will be entitled to a maximum of (\$1,800) one thousand eight hundred dollars per contract year for tuition reimbursement.

The Committee shall reimburse Mr. Principal for the cost of dues incurred for his membership in professional organization related to his employment as HES Principal as authorized by the Committee. Mr. Principal shall provide the Superintendent with a list of memberships in professional organizations, meetings, and conferences for review and authorization by the Superintendent. Reimbursement for monthly expenses shall be made only after receipts submitted by Mr. Principal are approved by the Committee through the warrant process.

Indemnification

The Committee shall, at all times, indemnify and hold harmless the HES Principal to the maximum extent and in accordance with the terms of M.G.L. Chapter 258. Mr. Principal shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable.

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

Termination

During the term or any extension thereof of this contract, Mr. Principal shall be subject to discharge for good cause. With good cause exists, the Committee may discharge Mr. Principal, upon a majority vote, thereby terminating this contract prior to the expiration date stated above, provided Mr. Principal has been informed of the charge or charges and cause or causes for his proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session. Mr. Principal may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of Mr. Principal at his own expense.

The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place Mr. Principal on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.

Performance Assessment

Mr. Principal shall be evaluated based on Standards adopted by the Board of Education and the related rubrics developed by the Department of Middle and Secondary Education (DESE). The evaluation will be conducted in accordance with the "Massachusetts System for Educator

Evaluation" as published by DESE in January 2012 with subsequent updates. The Evaluation will be completed not later than May 15th in each year of this Contract.

Entire Agreement

This contract embodies the whole agreement between the Committee and Mr. Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party this than those contained his. The contract may not be changed except by agreement of all parties in writing.

Severability

If any paragraph, or part thereof, of this contract shall be determined by an appropriate forum to be invalid, then, in such event, the remaining paragraphs and provisions shall be binding and effective. If construction of this contract is deem to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect, and shall be binding upon all parties.

Professional Activities

Mr. Principal is required to refrain from acting in any other work capacity or employment without first obtaining approval of the Superintendent. It is the Committee's and Principal's intention and agreement that Mr. Principal devote his work effort towards the fulfillment of all the duties and functions under this contract. Notwithstanding the foregoing, Mr. Principal shall be permitted to accept speaking, writing, lecturing, training and other engagements of a professional nature as he sees fit, provided they do not derogate from the duties of HES Principal.

Governing Law

This contract shall be governed by the laws of Massachusetts.

In Witness thereof, the undersigned have executed this contract on the date as first written above:

HES Principal

Superintendent

Principal

Steven M. Lamarche