

**Dudley-Charlton Regional School Committee
Superintendent's Employment Contract**

Agreement made this 3rd day of April, 2019, by and between Steven M. Lamarche, hereinafter referred to as the "Superintendent," and the Dudley-Charlton Regional School Committee, pursuant to Mass. Gen. Laws Chapter 71, Sections 16 and 41, hereinafter referred to as the "Committee".

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Employment

The Committee hereby employs Steven M. Lamarche as Superintendent of the Dudley-Charlton Regional School District and Steven M. Lamarche hereby accepts employment as Superintendent of the Dudley-Charlton Regional School District, on and subject to the terms and conditions hereinafter provided.

2. Term

- a) This agreement shall commence July 1, 2019 and shall terminate June 30, 2022. This agreement specifically excludes any rollover provision.
- b) The Superintendent shall notify the Committee, in writing, on or before June 1, 2021, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c) The Committee, on or before June 30, 2021, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2022, and as of such date the Superintendent's employment shall terminate.
- d) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2022.
- e) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2022, and the Superintendent's employment shall terminate at such time unless otherwise agreed upon in writing by the parties herein.

3. Compensation

- a) Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay:

July 1, 2019 to June 30, 2020

\$158,500.



- b) On or before the fifteenth day of May, of each calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation.
- c) The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth day of June of each calendar year.
- d) The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Sections 59, 16 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

5. Goals and Objectives

The Committee and the Superintendent shall work cooperatively to create a set of goals and objectives, including measurable outcomes on an annual basis. The Committee retains the right to set and approve all goals and objectives. The Superintendent shall be evaluated based on standards adopted by the Board of Education and related rubrics developed by the Massachusetts Department of Elementary and Secondary Education (DESE). The evaluation shall be conducted in accordance with the Massachusetts Model System for Educator Evaluation, Part VI: Implementation Guide for Superintendent Evaluation, published by DESE in January 2012, which shall be utilized by the Committee as a part of the Superintendent's evaluation.

~~The Committee will~~ publicly discuss and review the Superintendent's job performance with him ~~once~~ annually, no later than June 30th each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written report prepared by the School Committee Chairperson, which is a public document and shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon his request, copies of individual Committee member's evaluations prior to the review of his evaluation at the Committee meeting. Written statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said report. All such review and evaluation procedures shall be performed in a manner compliant with Massachusetts Gen. Laws, Chapter 30A, the so-called Open Meeting Law.

6. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent. After discussion of any such possible or apparent interference or conflict with the Superintendent, and having seriously considered any information he wishes to present with respect to same, the final decision shall rest with the School Committee. If it finds such interference or conflict and so advises the Superintendent, he shall forthwith cease any such activity.

7. Licensure

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate license qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. Dismissal or Suspension

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal (including, but not limited to, within the meaning of Mass. G.L. Chapter 71, Section 42), and that the requirements thereof shall not be applicable in such circumstances. Rather, such shall conclusively be deemed simply a decision not to offer a new contract.

The Superintendent shall be subject to discharge for good cause by a majority vote of the School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the grounds upon which such dismissal is sought, 15 days' notice of the time and place of a hearing thereon, and a hearing before the Committee, which hearing shall be open to the public if the School Committee so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at his own expense. The

Superintendent may appeal his dismissal for good cause by filing a civil action in a Massachusetts Court of competent jurisdiction.

9. Reimbursement for Travel, Expenses, and Dues

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences at I.R.S. standard mileage rates. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

10. Sick Leave

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (18) eighteen days of sick leave during each contract year. Sick leave may be accumulated up to a maximum of (125) one hundred twenty-five days. There shall be no "sick leave buyback".

11. Health Insurance

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

12. Vacation Days

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent shall be allowed to carryover up to (5) five days from any (1) one 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 the Superintendent resigns or retires prior to June 30 of a given year, he will receive a pro-rata share of vacation based upon the numbers of months worked.

13. Bereavement Leave

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

14. Personal Leave The Superintendent shall be entitled, subject to the terms and conditions provided herein, to a maximum of (3) three days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

15. Religious Days

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

16. Holidays

The Superintendent shall receive the following paid holidays:

1. Fourth 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. The day before New Year's provided it is a regularly scheduled work day
10. New Year's Day
11. The Monday on which Martin Luther King's birthday is celebrated in Massachusetts
12. Presidents' Day
13. Patriots' Day
14. Good Friday, when school is not in session

15. The Monday on which Memorial Day is celebrated

17. Tuition Reimbursement

Subject to the approval of the Chair of the Committee, the Superintendent will be entitled to receive a maximum of (\$1,500.00) one thousand five hundred dollars per contract year for tuition reimbursement.

18. State Retirement Association

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by Mass. G.L. Chapter 32, Section 2.

19. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentation therein, or as to any other information he provided in the interview and hiring process, shall constitute grounds for dismissal.

20. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (90) ninety days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee in its discretion may consider termination on less than (90) ninety days notice.

Should the Superintendent choose to terminate this contract and leave the employment of the Dudley-Charlton Regional School Committee to work as Superintendent in another Massachusetts school district prior to its expiration date, he shall compensate the Committee an amount equal to 10% of his annual salary.

21. Indemnification

A. The Committee shall indemnify the Superintendent when he is acting within the scope of his official duties to the extent permitted and subject to the provisions of Mass. G.L. Chapter 258 as applicable to the School District. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Superintendent provides reasonable cooperation to the District and the Committee and their legal counsel, and/or defense counsel, in the defense of any claim or litigation arising out of such incident, events or facts occurring during his employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Agreement. Provided, however, that upon cessation of the employment relationship: the Superintendent shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body, for any day or part thereof during which such assistance is rendered at his/her then effective per diem rate of pay or \$500.00, whichever is greater. Such indemnification shall not apply to any litigation or adversarial proceeding between the School District or School Committee, on the one hand, and the Superintendent on the other.

B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.

C. This indemnification provision, Article XI, A. B. and C. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.


22. Entire Agreement

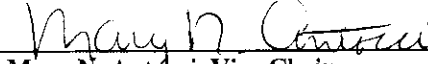
This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This may not be changed except by agreement of all parties in writing.

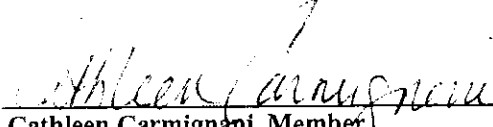
IN WITNESS THEREOF, the undersigned have executed this the contract the day and year aforesaid.

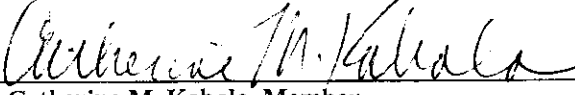
4.3.2019


Steven M. Lamarche, Superintendent of Schools



Pauline J. Aucoin, Chair,
Dudley-Charlton Regional School Committee



Mary N. Antocci, Vice Chair
Dudley-Charlton Regional School Committee


Cathleen Carmignani, Member
Dudley-Charlton Regional School Committee


Catherine M. Kabala, Member
Dudley-Charlton Regional School Committee


Elaine M. Rabbitt, Member
Dudley-Charlton Regional School Committee


Stephanie A. Reed, Member
Dudley-Charlton Regional School Committee


Jamie L. Terry, Member
Dudley-Charlton Regional School Committee