# LEXINGTON PUBLIC SCHOOLS PRINCIPAL EMPLOYMENT CONTRACT

This AGREEMENT is made as of March 4, 2016 by and between the Superintendent of Schools and the Principal of the Harrington School, hereinafter referred to as the "Principal."

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

#### **ARTICLE I - EMPLOYMENT**

The Superintendent hereby employs Donna Bonarrigo as the Principal of Harrington School of the Lexington Public Schools, and the Principal hereby accepts employment on the following terms and conditions.

The Principal is employed subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent. The Principal shall perform such other duties as are customarily performed by one holding such position and shall additionally render such other services and duties as may be assigned from time to time by the Superintendent.

#### **ARTICLE II - TERM**

The Principal shall be employed for a period commencing July 1, 2016, and ending June 30, 2019, unless the Superintendent gives the Principal written notification on or before April 1, 2019 of intent not to renew or extend the existing contract, then the contract shall automatically be extended for a successive period of one year, unless the Superintendent gives the Principal written notice to the contrary 90 calendar days preceding the June 30th on which the contract shall terminate.

In the event that the Principal desires to terminate this contract before the term of service shall have expired, he may do so by giving at least 120 days notice in writing to the Superintendent.

The Principal or an authorized representative must deliver said notice in hand to the Superintendent of Schools.

This Agreement may be terminated for good cause as used in M.G.L. c.71, s. 41 (& 42 prior to June 1993). The term "good cause," includes any reason advanced by the Superintendent which is not arbitrary, capricious and/or discriminatory including but not limited to inefficiency, incompetency, insubordination, incapacity, a failure to meet the district's performance standards, conduct unbecoming a Principal. Any disputes as to the meaning application or interpretation of the provisions of this agreement will be resolved through binding arbitration pursuant to the American Arbitration Association's AAA Employment Dispute Resolution Rules and shall not be subject to litigation in court. The party demanding such arbitration must file it within thirty days of the act or omission

alleged as the contract violation. In any challenge to a discharge of the Administrator, the Arbitrator's remedial authority shall be limited to an award for back pay damages for the balance of this contract term after the discharge and shall not include authority to reinstate the Administrator to any position.

#### **ARTICLE III - PERFORMANCE REVIEW**

Each year during which this contract is in effect, the Superintendent of Schools shall conduct a review and evaluation of the role and performance of duties under this contract of the Principal.

The Superintendent shall complete the review on or before July 1 of each year.

#### **ARTICLE IV - CERTIFICATION and DUTIES**

The Principal represents that he holds the Massachusetts Department of Education license required for the position or this contract becomes null and void.

Throughout the length of his service in Lexington, the Principal shall furnish and maintain a valid and appropriate license qualifying her to act in this position, consistent with the requirements of Chapter 71, Section 38G of the General Laws of Massachusetts and the above stipulation.

#### ARTICLE V - SALARY CONSIDERATIONS

For the period of time commencing July 1, 2016 and extending through June 30, 2017 the Principal shall be paid at an annual rate of \$141,308.13 based on a July 1, 2016 start date, and payable in bi-weekly installments in accordance with the payroll schedule for other professional employees.

#### **ARTICLE VI - SALARY INCREASES**

The Superintendent may increase the salary for the Principal as of July 1, 2017 and each July 1st thereafter that this AGREEMENT remains in effect subject to satisfactory performance evaluations by the Superintendent.

## ARTICLE VII - INSURANCE COVERAGE

The Principal shall be entitled to all insurance plans (medical, hospital, life, etc.) offered by the Town of Lexington to the employees of the Lexington Public Schools, including long and/or short term disability plans (if offered).

## ARTICLE VIII - WORK YEAR AND VACATION

The work year will be from July 1 to June 30. The Principal is entitled to twenty-five (25) vacation days, in addition to all state and federal holidays. Vacation is earned on a prorated basis throughout the fiscal year and should be used during the fiscal year in

which it is earned. The Principal is permitted to carry over up to five (5) vacation days to the following fiscal year, provided written approval is received from the Superintendent, and said days will be the first five days to be used in the next fiscal year.

#### **ARTICLE IX - SICK LEAVE**

The Principal shall be granted eighteen (18) days of sick leave per contract year with unlimited accumulation.

#### ARTICLE X - PERSONAL LEAVE

The principal shall be entitled annually to three (3) paid personal days, and four (4) paid bereavement days in the event of the death of a spouse, child, parents, grandchild, grandparent, mother-in-law, father-in-law, legal guardian, sibling or of persons residing in the principal's immediate household.

### **ARTICLE XI - FUNERAL LEAVE**

In the event of a death within the immediate family (i.e. spouse, child, or member of the Principal's household for whom the Principal was a primary caregiver), the Principal will be allowed up to five (5) paid days without loss of compensation.

#### **ARTICLE XII - PROFESSIONAL EXPENSES**

Reasonable reimbursement will be made to the Principal for all expenses incurred at professional activities attended in fulfillment of duties and responsibilities to the School Department. Said expenses will include travel, registration fees, meals and hotel costs, provided the Principal receives prior approval from the Superintendent.

## **ARTICLE XIII - PROFESSIONAL DUES**

The Lexington Public Schools will provide payment of dues for the membership of the Principal in professional organizations of her own choice subject to the approval of the Superintendent of Schools.

## ARTICLE XIV - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM

The Principal shall be a member of retirement system to the extent permitted by M.G.L. c. 32.

## <u>ARTICLE XV - INDEMINIFICATION</u>

As an employed official of the Lexington Public Schools, it is agreed that the Principal will be indemnified by the Town of Lexington to the extent permitted by General Laws, Chapter 258.

ARTICLE XVI - OTHER BENEFITS, TERMS AND CONDITIONS

Unless such benefit, term or condition is contrary to provisions in this contract or law, the principal shall be entitled to all benefits and conditions consistent with the policy of the Committee in effect at the time this employment contract is signed by the principal and superintendent, including but not limited to, evaluation, sick leave, sick leave bank, personal days, professional days, severance pay, longevity, all insurance program(s) offered by the town of Lexington.

In the event that the school committee gives either the teachers or those administrators included within the bargaining unit represented by the Lexington School Administrators Association economic benefits greater than those in effect at the time this contract is signed, the principal will be accorded the same level of benefit(s).

#### **ARTICLE XVII - ENTIRE AGREEMENT**

This Memorandum of Agreement embodies the entire agreement between the Superintendent of Schools and the Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

This contract may not be amended except by an agreement in writing signed by the parties hereto.

If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of this Agreement, which shall continue to be legally binding and effective as to both parties.

Donna Bonarrigo Harrington Principal

Mary A. Czajkowski

Superintendent of Schools

3/7/20

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Date