

Dudley-Charlton RSD
Shepherd Hill Regional High School Principal
EMPLOYMENT CONTRACT

This employment contract is entered into this 31st day of MAY, 2022 between the Dudley-Charlton Regional School District (DCRSD) School Committee, hereinafter referred to as the "District" and Mr. Darren Elwell, hereinafter referred to as the "Mr. Elwell" 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. Darren Elwell as Shepherd Hill Regional High School Principal of the regional public schools of Dudley-Charlton and Mr. Elwell here accepts such employment pursuant to M.G.L. Chapter 71, Section 59.

Licensure

Mr. Elwell shall furnish and maintain throughout the term of this contract a valid and appropriate licensure qualifying him to act as Principal of the Shepherd Hill Regional High 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. Elwell shall be employed for a term of three years commencing on or around the 1st day of July 2022, and ending on the 30th day of June 2025.

There 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. Elwell 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. Elwell shall perform faithfully, to the best of his ability, the duties and functions of Principal of the Shepherd Hill Regional High 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. Elwell 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. Elwell 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. Elwell 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, 2022.....\$135,000.00
 Effective July 1, 2023.....\$135,000.00*
 Effective July 1, 2024.....\$135,000.00*+**

FY24 *Annual COLA matches the DCTA COLA
 FY25 *+**Annual COLA matches the DCTA COLA

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

Work Hours

Mr. Elwell 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. Elwell 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. Elwell shall receive twenty-five (25) 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. Elwell 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

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| 1) 4 th of July | 10) New Year's Day |
| 2) Labor Day | 11) The Monday on which Martin Luther King's birthday is celebrated in Massachusetts |
| 3) The Monday on which Columbus Day is celebrated in Massachusetts | 12) President's Day |
| 4) Veterans' Day | 13) Patriots' Day |
| 5) Thanksgiving day | 14) Good Friday, when school is not in session |
| 6) The day after Thanksgiving Day | 15) The Monday on which Memorial Day is celebrated |
| 7) The day before Christmas provided it is a regularly scheduled work day | 16) Juneteenth Day provided it is a regularly scheduled work day |
| 8) Christmas Day | |
| 9) The day before New Year's Day provided it is a regularly scheduled work day | |

Sick Leave

Mr. Elwell shall receive sick leave with full pay at the rate of two (2) days per month for each month of continuous service. Sick leave may accumulate up to a maximum of (180) one-hundred eighty days.

Additional authorized sick leave may be granted for bona fide reasons of personal illness or injury which incapacitates Mr. Elwell from the performance of her duties, or for illness of an immediate family member which is of an emergency nature if the leave is approved by the Superintendent.

Mr. Elwell is provided **(10) ten** sick leave days as of his starting date 2022. These days are included in the maximum accumulated days, not an addition to.

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

Personal Days

Mr. Elwell 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. Elwell 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. Elwell 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. Elwell 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. Elwell 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. Elwell for the cost of dues incurred for his membership in professional organization related to his employment as SHRHS Principal as authorized by the Committee. Mr. Elwell 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. Elwell are approved by the Committee through the warrant process.

Indemnification

The Committee shall, at all times, indemnify and hold harmless the SHRHS Principal to the maximum extent and in accordance with the terms of M.G.L. Chapter 258. Mr. Elwell 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. Elwell shall be subject to discharge for good cause. With good cause exists, the Committee may discharge Mr. Elwell, upon a majority vote, thereby terminating this contract prior to the expiration date stated above, provided Mr. Elwell 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. Elwell may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of Mr. Elwell 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. Elwell 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. Elwell 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. Elwell 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. Elwell 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. Elwell devote his work effort towards the fulfillment of all the duties and functions under this contract. Notwithstanding the foregoing, Mr. Elwell 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 SHRHS 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:

SHRHS Principal

 5/31/22

Darren Elwell

Superintendent

 05.31.2022

Steven M. Lamarche