

**Essex North Shore Agricultural & Technical School District**  
**562 Maple Street**  
**Hathorne, Massachusetts 01937**

**Employment Agreement**

The Agreement is made between the Superintendent-Director of the Essex North Shore Agricultural & Technical School District (hereinafter referred to as the "Superintendent-Director" or "Essex North Shore") and Donald L. Ducharme, Director of Career & Technical Education, (hereinafter referred to as "Mr. Ducharme" or "Director of Career & Technical Education").

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

**1. Employment**

The Superintendent-Director hereby employs Mr. Ducharme to perform the duties of Director of Career & Technical Education for the Essex North Shore Agricultural & Technical School District. Mr. Ducharme is required to furnish to the Superintendent-Director and maintain through the term of the Contract a valid and appropriate certificate qualifying (him) to act as Director of Career & Technical Education, as required by M.G.L. Chapter 71 §38G.

**2. Term**

Mr. Ducharme shall be employed for a three-year term commencing July 1, 2019 through June 30, 2022. The Superintendent-Director shall provide Mr. Ducharme with 120 days written notice if <sup>she</sup> he does not intend to renew his contract in accordance with M.G.L. Chapter 71 §41.

**3. Compensation**

Mr. Ducharme shall be paid an annual salary, reflective of educational background and experience, commencing as of the effective date of the Agreement of \$124,494 per annum, and payable in equal installments in accordance with the policy of the School Committee of the Essex North Shore Agricultural & Technical School District. The salary stated herein for Mr. Ducharme shall not be reduced below the amount received by Mr. Ducharme in the previous contract year for the same position provided. The Superintendent-Director shall review Mr. Ducharme salary annually on or before the last day of June and may recommend any adjustment in salary rate based upon his performance evaluation.

#### **4. Conditions of Employment**

The Director of Career & Technical Education shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the Policies of the Essex North Shore Agricultural & Technical School District, as may be from time to time modified by the Committee, Superintendent-Director, and the General Laws of the Commonwealth. Modification of such conditions shall not constitute a breach of the contract or any extension hereof.

#### **5. Duties and Responsibilities**

Mr. Ducharme shall faithfully and effectively perform the duties contained in the job description of Director of Career & Technical Education. The Director of Career & Technical Education recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent-Director and will expend the time and effort necessary to effectively achieve the goals and purposes of the Essex North Shore Agricultural & Technical School District.

#### **6. Annual Work Schedule**

Mr. Ducharme shall be employed on a twelve (12) month schedule, and shall be entitled to all holidays in accordance with School Committee policy. Requests for vacation during the 184 student and teacher days and during state assessments must have the prior approval of the Superintendent-Director.

#### **7. Evaluation**

The Superintendent-Director shall evaluate the performance of the Director of Career & Technical Education in accordance with the guidelines set forth by the Massachusetts Department of Elementary and Secondary Education Evaluation System for Administrators. The District retains the right to amend the evaluation procedures, in consultation with Mr. Ducharme, provided that the amended procedures are consistent with the DESE model system for administrator evaluation. The Superintendent-Director or Designee shall provide Mr. Ducharme with a summary written statement of the evaluation and provide him with the opportunity to file a written response to the evaluation.

#### **8. State Retirement Association**

Mr. Ducharme shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. Chapter 32 §2.

## **9. Professional Improvement**

The Director of Career & Technical Education is able to attend professional seminars and meetings pertaining to his position, with approval in advance by the Superintendent-Director. The District shall pay all dues and associated costs of membership for the Director of Career & Technical Education in professional associations, with approval in advance by the Superintendent-Director.

## **10. Fringe Benefits**

Mr. Ducharme shall be entitled to all insurance benefits and other fringe benefits currently available to teachers and administrators at Essex North Shore Agricultural & Technical School District, subject to the same terms and conditions of said coverage and at the same rate of contribution.

### **A. Insurance**

Mr. Ducharme shall be entitled to all insurance plans including medical, hospital, dental, disability and life on the term and conditions that all other administrators receive, subject to change by the Superintendent-Director or School Committee.

### **B. Jury Duty**

Mr. Ducharme will suffer no financial loss as a result of fulfillment of his civic duty.

### **C. Personal Leave**

Mr. Ducharme will be provided with four (4) personal days with pay per year. The Director of Career & Technical Education may not take personal days on the day before or after a holiday, the day before or after a vacation period, during state assessments, or during the last ten (10) days of the student school year except in urgent circumstances with advance approval by the Superintendent-Director. At the end of the fiscal year any unused personal leave will be converted to sick leave.

### **D. Bereavement Leave**

The Director of Career & Technical Education shall be entitled to up to: (a) up to five (5) days of bereavement leave in cases of death of a spouse or child of the administrator or spouse; or of the father, mother, brother, sister of the administrator or spouse; or a person for whom the administrator was primarily responsible (i.e., health care proxy); (b) up to three (3) days of bereavement leave in cases of death of a grandparent, grandchild, niece, or nephew of the administrator or spouse; and (c) up to one (1) day of bereavement leave in cases of death of an aunt or uncle of the administrator or spouse.

The Superintendent-Director may provide a discretionary grant of additional bereavement leave in appropriate circumstances.

E. Sick Leave

The Director of Career & Technical Education will receive fifteen (15) days of sick leave at the beginning of each contract year. Unused sick leave shall be permitted to accumulate without limit provided that not more than sixty (60) days of such accumulated sick leave shall be utilized in any one year, except upon approval of the Superintendent-Director. The Superintendent-Director may, after exhaustion of all accrued benefits including sick leave, personal days and vacation time, grant an extension of sick leave with pay to the Director of Career & Technical Education in the event of a catastrophic illness of not more than an additional sixty (60) days.

F. Sick and Personal Leave Buyback

If the Director of Career & Technical Education uses fewer than ten (10) sick and/or personal days in a school year he shall, upon written request to the Superintendent-Director (no later than June 30 following the close of school) be compensated at the rate of \$100 per day for the difference between the number of days used and ten (10), or any part thereof. Payment for such days shall be made no later than the first paycheck in August in the next school year.

G. Sick Leave Buyback

Should the Director of Career & Technical Education retire during the life of the Agreement, he shall receive payment for such unused days calculated at the rate of twenty-five percent (25%) of the per diem rate in effect at the time of retirement up to a maximum of 120 sick days.

H. Vacation Director of Career & Technical Education shall be entitled to twenty-five (25) vacation days, exclusive of legal holidays, sick leave, personal days or bereavement leave. In the event that the Director of Career & Technical Education does not work the entire contract year, the number of vacation days received for that year will be prorated based on a twelve month work year. The Director of Career & Technical Education shall be allowed to carry over up to five (5) vacation days, with the approval of the Superintendent-Director. These carried over days must be used in the subsequent contract year, but cannot be carried over further.

I. Longevity

If the Director of Career & Technical Education has the requisite amount of continuous

active service to the District (including continuous service for one of the predecessor entities immediately preceding the merger to create the District), he will receive a longevity payment annually which shall be paid pro rata in his regular paychecks throughout the year as set forth below.

15-19 years of service	\$ 750.00
20-24 years of service	\$1,000.00
25+ years of service	\$1,500.00

**J. Termination, Demotion and Suspension**

In the event that the Director of Career & Technical Education desires to voluntarily terminate his contract before the term of service shall have expired, he may do so with at least 120 days written notice of intent to the Superintendent-Director. The Director of Career & Technical Education may be subject to discharge only for good cause for inefficiency, incompetence, incapacity, conduct unbecoming, insubordination or other "good cause." The Superintendent-Director shall provide the Director of Career & Technical Education with the notice of the charges of the proposed discharge and he shall be entitled to a hearing before the Superintendent-Director, with legal representation, prior to any final decision being made.

**K. Severability**

It is understood and agreed by the parties that if any part, term or provision of the Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

**11. Indemnification**


The District shall indemnify, hold harmless and defend against any claim liability, demands, judgment or other legal action whether groundless or otherwise arising out of or relating to the Director of Career & Technical Education performance of his duties in accordance with state law and in accordance with coverage under the District's insurance policies. The District shall continue to so indemnify, hold harmless and defend the Director of Career & Technical Education even if such claim or legal action has been commenced following his termination, resignation or the expiration of his employment, provided that the Director of Career & Technical Education provides full cooperation with any claim or legal action. The District may compromise and settle any such claim or

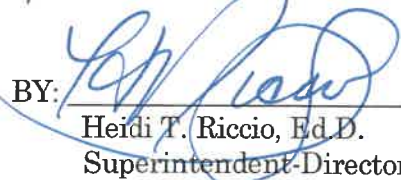
legal action and shall pay the amount of any such settlement or final judgment rendered thereon.

**12. Entire Agreement**

This contract embodies the whole Agreement between the Essex North Shore Agricultural & Technical School District and the Director of Career & Technical Education and there are no inducements, promises, terms, conditions or obligations made or entered into by either party against whom enforcement thereof is sought. The Agreement may not be changed except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the Agreement and a duplicate thereof the 24<sup>th</sup> day of April and year 2019.

BY:   
Donald L. Ducharme  
Director of Career & Technical Education

BY:   
Heidi T. Riccio, Ed.D.  
Superintendent-Director

DATE: 4/23/19

DATE: 4/24/19