

CONTRACT OF PRINCIPAL

THIS AGREEMENT, made on June 26, 2023 by and between the CITY OF LOWELL SCHOOL DISTRICT, hereinafter referred to as LOWELL, and RONALD FUSCO, hereinafter referred to as PRINCIPAL

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

1. EMPLOYMENT:

LOWELL hereby employs Ronald Fusco as PRINCIPAL within the public schools of Lowell, and Ronald Fusco hereby accepts employment on the following terms and conditions:

2. ASSIGNMENT:

At the inception of this Agreement, PRINCIPAL is hereby assigned to the Reilly Elementary School. The Superintendent of Schools may reassign or transfer PRINCIPAL to another principalship within the Lowell Public School District at any grade level for which PRINCIPAL is duly qualified.

3. TERM:

PRINCIPAL shall be employed for a three (3) year period commencing July 1, 2023 through June 30, 2026. If the Superintendent fails to notify PRINCIPAL of the non-renewal of this agreement or any subsequent agreement at least sixty (60) days prior to its expiration it shall be automatically renewed for an additional one-year period.

The Superintendent and PRINCIPAL shall meet at least ninety (90) days prior to the expiration date of this Agreement for the purposes of reviewing continuation of the Agreement and to discuss the salary and other terms of the Successor Agreement.

4. COMPENSATION:

a) PRINCIPAL shall be paid an annual salary commencing as of the effective date of this Agreement (July 1, 2023) of ONE HUNDRED THIRTY-FIVE THOUSAND (\$135,000.00) DOLLARS per year, payable in equal installments in accordance with the policy of the SCHOOL COMMITTEE OF THE CITY OF LOWELL. The parties hereto agree that the salary stated in this paragraph may be increased during the term of this Agreement upon recommendation of the Superintendent of Schools and approval of such by the Lowell School Committee.

b) The salary stated herein shall not be reduced below the amount received by PRINCIPAL in the previous contract year, provided, however, that PRINCIPAL's salary may be reduced upon his demotion, administrative reorganization, or a transfer to a non-principal position, in the sole discretion of the Superintendent, after providing notice to PRINCIPAL in writing and providing an opportunity to discuss such decision with PRINCIPAL. In such case, the new salary shall be attached as an exhibit to this contract and signed by the Superintendent.

c) For each year of the contract PRINCIPAL shall receive a 2.25% raise effective on July 1 of each year; however, PRINCIPAL will first be first eligible for such raise on July 1, 2024.

d) For each three credit graduate level course taught for the New Teacher Academy/Lowell Program for the City of Lowell School District, PRINCIPAL shall be paid a stipend of \$4,900.00 (with doctorate) upon completion of the course, or \$3,900.00 if he or she has not received a doctorate prior to the start date of the course.

e) If PRINCIPAL performs the duties of a mentor principal at the formal, written request of Superintendent and acceptance of additional duties by PRINCIPAL is in writing, PRINCIPAL shall receive an annual payment of \$3,600.00 for these duties. This request must be done in writing and approved in advance by the Superintendent prior to the commencement of the formal mentoring program. There are no exceptions to this requirement.

f) If PRINCIPAL is requested to work extra days, the request must be done in writing by the Superintendent and accepted in writing by PRINCIPAL. There are no exceptions to this requirement. The request and acceptance must be done in advance of the days worked and list the additional days to be worked, the duties and expectations, and the agreed upon compensation.

5. CONDITIONS OF EMPLOYMENT:

PRINCIPAL shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth as follows:

a.) Medical Insurance: Principals are eligible to receive offerings and insurances offered by the Commonwealth of Massachusetts Group Insurance Commission, including but not limited to the terms and conditions of the Memorandum of Agreement between the City of Lowell and the Public Employee Committee (PEC), to provide insurance through the group insurance commission as agreed to on or about September 17, 2012. City of Lowell School Committee shall pay 75 percent of the costs of such coverage and the principals shall be responsible for the balance of 25 percent.

b.) Life Insurance: Principals are eligible to receive life insurance in the amount of \$2,000.00. The School Committee of the City of Lowell shall pay 75 percent of the cost of such insurance and the principals shall be responsible for the balance of 25 percent.

c.) Expense Reimbursement: Principals shall be reimbursed for all expenses reasonably incurred in the performance of their duties in accordance with the laws of the Commonwealth of Massachusetts and the policies of the School Committee of the City of Lowell, when approved in advance by the Superintendent of Schools. Whenever required to travel, principals shall be reimbursed at the rate determined in accordance with the applicable travel allowance established by the United States Internal Revenue Code. Principals will also be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences or other professional improvement sessions, which have been approved in advance by the Superintendent of Schools.

d.) Sick Leave: Principals are entitled to twelve (12) days of sick leave annually. This leave shall be permitted to accumulate without limit.

e.) Severance: If a principal has served in the Lowell School System for a period of fifteen (15) years at the time of his or her resignation, retirement, or death, the principal or his or her estate will receive payment of one third (1/3) of his accumulated sick leave, maximum payment not to exceed \$30,000.00; however, \$15,614.39 of sick leave buyback benefits accumulated prior to first agreeing to this monetary cap shall not be subject to this cap. Thus, the most that PRINCIPAL could be paid for sick leave buyback is \$45,614.39.

f.) Extended Sick Leave: In addition to regular sick leave, principals who have, by reason of a continuing illness depleted their sick leave allowance, will be eligible for an extended sick leave allowance equal to the number of sick leave days credited to them as of January the First of the year in which the extended sick leave application is filed. In no case, however shall the extended sick leave allowance be greater than 180 days. Eligibility for such extended sick leave allowance shall be determined by a three-member medical panel comprised of one physician selected by the Committee, one physician selected by the applicant, and the third physician selected by the other two physicians first selected. Such medical panel must by a majority vote certify that the illness of the principal is one likely to require a medically approved absence from school duties for a protracted period of time.

g.) Personal Leave: PRINCIPAL is allowed, on a non-cumulative basis, three (3) days of paid personal leave annually. No reason other than "leave for personal reasons" shall be required when requesting this leave. Requests for such leave must be made in writing to the Superintendent of Schools, as soon as possible, and not less than forty-eight (48) hours before the absence occurs, whenever possible. Such leave shall be allowed only when approved by the Superintendent. Personal leave days may only be used during the school year but not on a day prior to or following a holiday or school vacation. If PRINCIPAL does not use the three personal days during any school year, the unused personal leave days will be added to PRINCIPAL's accumulation of unused sick days.

h.) Bereavement: PRINCIPAL will be allowed leave with pay for up to five (5) days at any one time in the event of death or serious illness in the immediate family. Immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sisters, grandfather, grandmother, of either employee or spouse thereof, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepparents, or any relative of the employee or spouse thereof, who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident.

i.) Maternity Leave: Principals are eligible for maternity leave upon written request to the Superintendent of Schools accompanied by a physician's certificate attesting to the fact of pregnancy. The effective date of such leave shall be at the discretion of the principal, providing that she has the ability to perform to the fullest all aspects of her job while pregnant. Any dispute as to such ability to so perform will be satisfied by the principal submitting to the Superintendent of Schools a medical certificate attesting to her ability to physically perform her duties. A principal may resume her duties after the termination of pregnancy by providing a physician's certificate indicating that she is physically able to resume her position. This certificate must be submitted to the Superintendent of Schools prior to the principal's return to duty and the Superintendent of Schools may direct the principal to be examined by a physician of her choice to confirm the certification of the principal's

physician. Principals may use their sick leave for the eight (8) week period (not to exceed forty (40) school days) following the birth or delivery of the child. Sick leave days may be used outside of the eight-week period in the event of a disability from the pregnancy, birth or delivery. The principal may elect to use a combination of allowable paid and/or unpaid leave to return to work either at the start of the school year following the termination of her pregnancy or at the start of the school year following the child's first birthday. Failure to return to work on the elected date will be deemed as an automatic resignation on part of the principal.

j.) Child Rearing Leave: Principals are eligible to receive up to one-year leave, without pay, for the purpose of either child rearing or adoption. Upon receiving notification of being accepted on an adoption list, PRINCIPAL shall notify the Superintendent of Schools. Upon receiving confirmation of the child's availability, the employee shall notify the Superintendent of Schools of the date. Leave shall commence immediately upon said date. PRINCIPAL may continue health insurance during the period of the leave, but will be responsible for the entire cost of the coverage. PRINCIPAL is not eligible for sick leave benefits while on this leave. In addition to the unpaid leave, a principal who has adopted a child shall be entitled to the same paid leave benefits as set forth in the Maternity Leave policy, above.

k.) Professional Development: Principals are eligible to receive tuition reimbursement of up to \$500 for in-service courses taken in a related field at an accredited college or university of their choice, approved in advance by the Superintendent of Schools. Tuition reimbursement will be paid for courses taken in the fiscal year in which applicable credit is earned and payment will be limited to two courses per fiscal year, upon proof of successful completion of such course(s).

l.) Indemnification: The Lowell School District represents that the City of Lowell is bound by Massachusetts General Laws, chapter 258, sections 9 and 1.3 in the appropriate case. Massachusetts General Laws, chapter 258, section 9 provides: Public employers may indemnify public employees, and the Commonwealth shall indemnify persons holding office under the constitution, from personal financial loss, all damages and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee or official or holder of office under the constitution at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official, other than a person holding office under the constitution acting within the scope of his official duties or employment, shall be indemnified under this section for violation of any such civil rights if he acted in a grossly negligent, willful, or malicious manner.

Massachusetts General Laws, chapter 258, section 13 provides that the City shall indemnify and save harmless municipal officers, elected and appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

Massachusetts General Laws, chapter 258: section 2 provides principals are not personally liable for negligence while acting within the scope of their employment.

6. DUTIES AND RESPONSIBILITIES:

PRINCIPAL shall be the educational leader and manager of his school and shall supervise the operation and management of his school and school property, subject to the supervision and direction of the Superintendent of Schools. PRINCIPAL shall be responsible, consistent with the Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent of Schools, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent of Schools and subject to the provisions of Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993. The Superintendent of Schools shall also have final authority, to the extent permitted by law and subject to the Superintendent's review and approval, as to the assignments and transfers of the above listed staff from school to school.

PRINCIPAL shall also faithfully and effectively perform the duties contained in the job description of PRINCIPAL as attached hereto as Appendix A.

PRINCIPAL 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 of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Lowell Public Schools.

7. OTHER ACTIVITIES AND PROFESSIONAL DUTIES:

PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his duties as PRINCIPAL and PRINCIPAL has received prior approval of the Superintendent of Schools.

8. ANNUAL WORK SCHEDULE:

PRINCIPAL shall report to work ten (10) days prior to Staff Orientation day at the beginning of the school year and five (5) days after the expiration of the teachers' work year as scheduled by the Superintendent of Schools. The work year of PRINCIPAL shall consist of these fifteen (15) days, staff orientation day, teacher professional development days, Election Day, and the number of instructional school days as set forth on the school calendar adopted by the Lowell School Committee. As part of their work year, PRINCIPAL shall work Election Day as a professional development day with staff.

9. PERFORMANCE:

PRINCIPAL shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the PRINCIPAL and the Superintendent of Schools in writing.

10. TERMINATION, DEMOTION, AND SUSPENSIONS:

a) In the event PRINCIPAL desires to terminate his contract before the term of service shall have expired, he may do so with a least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.

b) The Superintendent of Schools may dismiss, demote or suspend PRINCIPAL for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if PRINCIPAL is eligible to elect such procedures by virtue of service for three or more full consecutive years.

i) As used herein, "good cause," shall mean grounds put forth by the Superintendent of Schools which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

c) The Superintendent of Schools may dismiss, demote, or discharge PRINCIPAL who has not worked in the district as such for three full, consecutive years for any reason rationally related to the operation of the district. In such cases PRINCIPAL may not seek review of such decision by filing a demand for arbitration, with any agencies. The sole remedy shall be by court proceedings. The judicial dispute, if any, shall be limited to a determination of damages under the contract.

11. EVALUATION:

The Superintendent of Schools shall evaluate the performance of PRINCIPAL annually based upon 1) the duties and responsibilities contained in PRINCIPAL's job description attached hereto; 2) as presented and called for under Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993; 3) as contained in the Policies of the Lowell School Committee; 4) as contained in the policies and directives of the Superintendent of Schools; and 5) the annual school improvement goals mutually agreed upon by PRINCIPAL and the Superintendent of Schools. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

12. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the CITY OF LOWELL SCHOOL DISTRICT and PRINCIPAL and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a written amendment, signed by the party against whom enforcement thereof is sought. It is agreed by the parties that the terms of this contract shall not become effective until after it is "APPROVED AS TO FORM."

13. SEVERABILITY:

It is understood and agreed by the parties that if any part, term or provision of this 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.

14. APPLICABLE LAW:

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

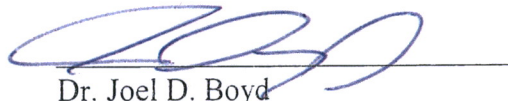
IN WITNESS WHEREOF parties have hereunto signed this AGREEMENT and a duplicate thereof on June 26, 2023.

PRINCIPAL



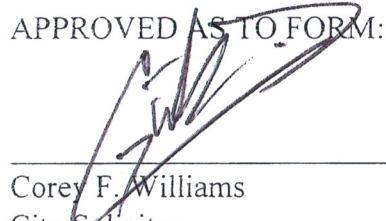
Ronald Fusco

FOR THE LOWELL PUBLIC SCHOOLS



Dr. Joel D. Boyd
Superintendent of Schools

APPROVED AS TO FORM:



Corey F. Williams
City Solicitor
Date:

LOWELL PUBLIC SCHOOLS
LOWELL, MASSACHUSETTS
SUPERVISING PRINCIPAL
REILLY ELEMENTARY SCHOOL
(PK - 4)

DUTIES AND RESPONSIBILITIES

The PRINCIPAL shall be the educational leader and manager of the school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The PRINCIPAL shall be responsible, consistent with district personnel policies and budgetary restrictions and subject to the approval of the Superintendent for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L. Chapter 71 as amended by the Education Reform Act of 1993.

The PRINCIPAL shall work with the Superintendent, the Staff and School Site Council to develop and implement the distinctive educational "schools of choice" mission (theme) of the school, including the school's educational organization, staffing pattern and parent involvement mechanisms.

The PRINCIPAL shall faithfully and effectively perform such duties and responsibilities as called for by:

- M.G.L., Chapter 71 (amended by the Education Reform Act of 1993)
- Policies of the Lowell School Committee
- Directives of the Superintendent of Schools or his designees
- The school's annual School Improvement Goals
- The regulations and requirements of grants, special or mandated programs

The PRINCIPAL shall:

- Assume responsibility for insuring high level learning for all students
- Maintain safe, orderly and welcoming school environment
- Promote participatory decision-making including staff, parents, community and students
- Develop school improvement goals designed to effect improved student outcomes
- Assure equity and inclusion for all students
- Evaluate and modify curriculum and extra curriculum activities on an ongoing basis
- Evaluate staff and promote professional development
- Continually assess and maintain adequate and appropriate educational materials (textbooks, supplies, equipment)
- Maintain clear and effective communications
- Perform all such tasks as the Superintendent may deem necessary to carry out the duties and responsibilities listed above

LOWELL PUBLIC SCHOOLS
LOWELL, MASSACHUSETTS
SUPERVISING PRINCIPAL
REILLY ELEMENTARY SCHOOL
(PK - 4)

STAFF GOALS

In order to ensure that the Reilly School is truly a community of learners in which all children can realize their full potential and develop their communication skills, all staff members (including Bilingual, Title I, Special Education, Music, Physical Education/Health, Art, and Classroom Teachers) are asked to commit to the following goals:

1. All staff will foster a positive and nurturing school climate for students, parents and colleagues through cooperation, collaboration, shared responsibility, shared decision-making and mutual respect. Our aim is to create a professional climate in which students and staff can grow and achieve in a safe, supportive and respectful school environment.
2. All staff will participate in the development and implementation of models of education in which instruction is provided in most appropriate and the least restrictive environment possible. These models will maximize the educational opportunities for all students by recognizing and accommodating within the classroom the uniqueness of each child's needs, strengths, weaknesses and learning style in a manner that is developmentally appropriate.
3. All staff may volunteer to serve on committees, participate in training programs during the school day, attend extracurricular activities, and hold parent conferences during one school based professional development day/evening.
4. All staff will commit to incorporating choices for children in their classrooms and will encourage children to make a variety of responsible choices during classroom activities.
5. All staff will participate in common planning time, when scheduled during the school day, to develop thematic units, plan integrated academic activities, assess student progress, and develop strategies to address school goals and needs.
6. All staff will commit to providing a communication curriculum with a specific focus determined at each grade level in order to provide each student with a broad scope of communication experiences.
7. All staff will participate in the development and implementation of a consistent, school-wide policy of acceptable student behavior with clearly defined expectations and consequences.
8. All staff, in accordance to an established system-wide time table, will adopt and implement developmentally appropriate practices which meet the physical, social, emotional and academic needs of each child.
9. All staff will commit to parental involvement and open communication between home and school. This involvement may include orientation of parents to the Reilly theme, instructional approaches and new programs offered at the school. School/home communications will show sensitivity and respect for the cultural diversity of the school population.
10. In recognition of the need for professional and curriculum development and additionally, in recognition of the personal commitments of individual educators, all staff will be afforded the opportunity to participate in professional and curriculum development sessions. These sessions will be scheduled through consensus and, with proper notification, may be held before or after school, during the summer or on Saturdays. Appropriate compensation, as determined by the collective bargaining agreements will be provided for staff in attendance.