

AGREEMENT

DOUGLAS SCHOOL DISTRICT

AND

DONNA M. SOUSA
TECHNOLOGY DIRECTOR

Agreement made this 16th of Feb 2017, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Donna Sousa of 2 Katherine Street, Millbury, Massachusetts. Both parties agree that said employee (hereinafter referred to as the "Technology Director") shall perform the duties of TECHNOLOGY DIRECTOR as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Douglas School Committee.

The parties hereto agree as follows:

1. EMPLOYMENT

The District hereby employs Donna M. Sousa as Technology Director of the DOUGLAS SCHOOL SYSTEM. The Technology Director hereby accepts such employment on the following terms and conditions.

2. TERMS

The term of employment set by the Agreement shall be the period commencing July 1, 2017 and ending June 30, 2020.

If the Superintendent does not intend to renew the Technology Director's contract, s/he must so notify the Technology Director in writing by January 1, 2020. If no such notification is provided, there shall be no obligation to continue with compensation beyond June 30, 2020.

If the Technology Director does not intend to complete the terms of her contract or intends to leave the District at the end of the contract year prior to the expiration of the contract, she must so notify the Superintendent at least ninety (90) days prior to her last day of work for the District. Failure to provide the required notice may result in the forfeiture of unused vacation time.

3. COMPENSATION

The Technology Director shall be paid a salary of Seventy Four Thousand Six Hundred Forty Nine Dollars (\$74,649). The salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members employed by the Committee. The annual compensation shall be reviewed by the District on or before June 30, 2017. The District may increase the Technology Director's salary during the term of this Agreement, if in the District's discretion, her performance as Technology Director and/or the general economic conditions warrant such increase. Any salary adjustment made during the life of the Agreement shall be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Technology Director.

4. TERMINATION

The Superintendent may terminate the agreement at any time for good cause and in accordance with the procedures contained in M.G. L. Chapter 71, Section 41. As used herein, "good cause" shall mean any ground which is put forth by the Superintendent in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system.

In a challenge to discharge of the Technology Director, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after discharge and shall not include the authority to reinstate the Director to any position.

5. DUTIES

Donna M. Sousa shall perform faithfully and to the best of her ability the duties of Technology Director and all other duties assigned to her under the supervision and direction of the Superintendent and her designee.

6. CERTIFICATE

The Technology Director agrees to maintain certification as Supervisor/Director certification during the period of this contract.

7. ALLOWANCE FOR EXPENSES

The District shall provide allowances for the following expenses.

- (a) Travel necessary in the performance of professional duties: \$400.00 per year
- (b) Attendance at professional meetings.

8. VACATION

The Technology Director will work a twelve-month contract with twenty-five days vacation. There will be no vacation carryover. If the Technology Director leaves prior to the end of the fiscal year, vacation days will be pro-rated for the partial fiscal year of employment.

9. SICK LEAVE

The Technology Director shall accrue seventeen days of sick leave per annum. Any sick leave not used during the time of the Agreement may be accumulated to a maximum accumulation of 150 days. —The Superintendent may grant, with School Committee approval, up to one additional year of sick leave in the event that the Technology Director— suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

10. EVALUATIONS AND PERSONNEL FILES

A. The Technology Director will have the right, upon request, to review the contents of her personnel file. No material derogatory to the Technology Director's conduct, service character,

or personality will be placed in her personnel file unless the Technology Director has had an opportunity to review that material. The Technology Director will acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The Technology Director will also have the right to submit a written answer to such material, and her answer shall be reviewed by the Superintendent and attached to the file copy.

B. The Superintendent shall evaluate the performance of the Technology Director in writing at least once annually not later than May 1 based upon: 1) the mandates contained in M.G.L., Chapter 71 as amended by the Education Reform Act of 1993; 2) the policies of the Douglas School Committee; 3) the individual school improvement goals mutually agreed upon by the Technology Director and the Superintendent. The final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

11. INSURANCE

The District shall provide the Technology Director with Workmen's Compensation insurance and shall pay, in part, the premiums for group medical insurance and life insurance coverage, at the highest level paid by the District of the premiums applicable to other professional employees.

12. BEREAVEMENT LEAVE

The Technology Director shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

The Technology Director shall receive up to 5 days personal leave with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

The District, at the request of the Technology Director and in accordance with Massachusetts law, shall withhold and transfer an amount of salary, as designated by the Technology Director, annually, semi-annually, or monthly, to a tax-deferred annuity program chosen by the Technology Director.

15. FAMILY AND MEDICAL LEAVE

The District will comply with the Family and Medical Leave Act of 1993.

16. PROFESSIONAL IMPROVEMENT

The Technology Director shall be reimbursed for the cost of courses taken in the improvement of the Technology Director's professional skills with the following understanding:

- (a) said course must have been approved, prior to registration, by the Superintendent of Schools
- (b) said reimbursement shall not exceed a rate of \$290.00 per credit
- (c) said reimbursement shall not exceed the amount allowable under the Teachers' contract.

17. PROFESSIONAL ORGANIZATIONS

The District shall provide funds for membership in a professional organization. Any reimbursement for additional organizations must be approved in advance by the Superintendent.

18. LEAVES OF ABSENCE

Leaves of absence without pay may be granted by the Superintendent for good and sufficient reasons.

19. PROTECTION

- (a) The Technology Director will immediately report to the Superintendent, in writing, all cases of assault suffered by her in connection with her employment. This report

will be forwarded to the Committee which will comply with any reasonable request from the administrator for information in its possession related to the incident or to the persons involved and will act in an appropriate way as the liaison between the Director, police and the courts.

- (b) If criminal or civil proceedings are brought against the Technology Director alleging that she committed any unlawful act in connection with her employment, the Committee will furnish legal counsel and pay all fees necessary to defend her in such proceedings, provided that the Technology Director did not act in violation of written School Committee policy at the time of the alleged unlawful act.
- (c) If an appeal from a guilty finding is taken by the Technology Director, the expenses of such appeal shall not be paid for by the Committee unless approved by vote of the Committee.
- (d) The School Committee agrees to reimburse the Technology Director if her personal property is vandalized on/or about school property, for any damage not covered by the Technology Director's individual insurance coverage.

20. TECHNOLOGY DIRECTOR'S RESPONSIBILITIES

The Technology Director shall fulfill all aspects of the Agreement, any exception thereto being by mutual written consent of the Superintendent or her designee and the Technology Director. Failure to fulfill the obligations agreed to in the Agreement will be viewed as a violation of the Administrators' Code of Ethics and will be good cause for discharge as noted in Paragraph 4 above.

21. ENTIRE AGREEMENT

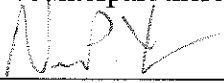
The Agreement embodies the entire understanding and agreement between the District and the Technology Director and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in

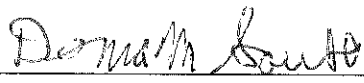
a writing signed by both the Committee and the Technology Director. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

22. VALIDITY

If any paragraph or part of the Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the Agreement and one counterpart thereof this 16th day of Feb 2017.


Norman P. Yvon
Superintendent of Schools


Donna M. Sousa
Technology Director

DATE 2/16/17

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