

AGREEMENT

DOUGLAS SCHOOL DISTRICT

AND

LISA J. LEON
FOOD SERVICE DIRECTOR

Agreement made this 5th day of July 2017, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Lisa J. Leon, 15 Otis Street, Mansfield, MA 02048. Both parties agree that said employee (hereinafter referred to as the "Director") shall perform the duties of Food Service 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 Lisa J. Leon as DIRECTOR. Employee hereby accepts such employment on the following terms and conditions.

2. TERMS

The term of employment set by the Agreement shall be the period of three years commencing July 1, 2017 and ending June 30, 2020. Work year will consist of 225 days (180 school days, 20 days prior to the start of school, 5 days directly following the last day of school, 8 days during school vacation breaks, and remaining 12 days TBD – these 12 days must be documented).

If the Superintendent does not intend to renew Lisa J. Leon's contract, s/he must so notify

the Director in writing by January 1, 2020.

If Lisa J. Leon 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.

3. COMPENSATION

Lisa J. Leon shall be paid a salary of fifty five thousand seven hundred fifty two (\$55,752). The salary shall be paid in 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, 2018. The District may increase the Director's salary during the term of the Agreement, if in the District's discretion, her performance as 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 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 grounds which are 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 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

Lisa J. Leon shall perform faithfully and to the best of her ability the duties of DIRECTOR and all other duties assigned to her under the supervision and direction of the Superintendent and his/her designee.

6. SICK LEAVE, PERSONAL DAYS AND BEREAVEMENT LEAVE

The Director shall accrue seventeen (17) days of sick leave per annum. Any sick leave not used during the time of this agreement may be accumulated to a maximum accumulation of 145 days. The Superintendent may grant, with School Committee approval, the Director up to an additional year of sick leave in the event that the Director suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

The Director shall receive up to four (4) days personal leave with the approval of the Superintendent.

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

7. ALLOWANCE FOR EXPENSES

The District shall provide allowances for the following expenses:

- (a) \$400 annually for In-District travel.
- (b) Attendance at professional meetings, with prior approval by the Business Manager and Superintendent.
- (c) Membership in professional organizations directly related to School Lunch Programs with prior approval of the Business Manager and Superintendent.

8. INSURANCE

The District shall provide Lisa J. Leon with Workmen's Compensation insurance and shall

pay, in part, the premiums for group medical insurance, at the equivalent level paid by the District of the premiums applicable to other professional employees.

9. FAMILY AND MEDICAL LEAVE

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

10. PROFESSIONAL IMPROVEMENT

The Director shall be reimbursed for the cost of courses taken in the improvement of the 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 \$800 annually.

11. LEAVES OF ABSENCE

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

12. PROTECTION

- (a) Lisa J. Leon will immediately report to the Superintendent, in writing, all cases of assault suffered by her in connection with her employment. The 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 appropriate way as liaison between the Director, police and the courts.
- (b) The School Committee agrees to reimburse a Director who has her personal property vandalized on/or about school property, for any damage not covered by the Director's individual insurance coverage.

13. DIRECTOR'S RESPONSIBILITIES

Lisa J. Leon shall fulfill all aspects of the Agreement, any exception thereto being by mutual written consent of the Superintendent or her designee and the Director. Failure to fulfill the obligations agreed to in the Agreement will be viewed and will be good cause for discharge as noted in Paragraph 4 above.

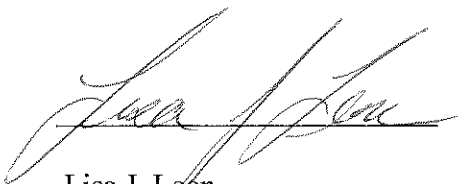
14. ENTIRE AGREEMENT

The Agreement embodies the entire understanding and agreement between the District and Lisa J. Leon 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 Lisa J. Leon. The Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

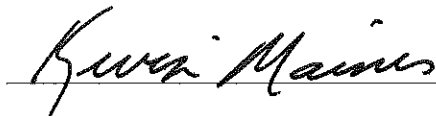
15. VALIDITY

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 the 5th day of July 2017.



Lisa J. Leon
FOOD SERVICE DIRECTOR



SUPERINTENDENT OF SCHOOLS

DATE 6/22/17

DATE 7/5/17