

AGREEMENT
DOUGLAS SCHOOL DISTRICT

AND

CINDY L. SOCHA
PRINCIPAL/CURRICULUM DIRECTOR

Agreement made this 24th day of June 2020, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Cindy L. Socha, : Both parties agree that said employee (hereinafter referred to as the "Principal/Curriculum Director") shall perform the duties of Principal/Director of Curriculum and Instruction 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 Cindy L. Socha as Principal/Curriculum 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 July 1, 2020 to June 30, 2023.

If the Superintendent does not intend to renew Cindy L. Socha's contract, he must so notify the Principal/Director in writing by January 1, 2023.

If Cindy L. Socha 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

A. Cindy L. Socha shall be paid a combined salary of One Hundred Two Thousand Six Hundred Fifty Four Dollars (\$102,654) annually to include both facets of her position. 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, 2021. The District may increase the Principal/Director's salary during the term of the Agreement, if in the District's discretion, her performance as Principal/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 Principal/Director.

B. Cindy L. Socha will receive an Honorarium for length of service as outlined in the collective bargaining agreement between the DTA and the Douglas School Committee Article XIX in addition to any and all other compensation.

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 Principal/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 Principal/Director to any position.

5. DUTIES

Cindy L. Socha shall perform faithfully and to the best of her ability the duties of

Principal/Director and all other duties assigned to her under the supervision and direction of the Superintendent and his designee.

6. LICENSURE

Cindy L. Socha shall furnish and maintain during the term of the Agreement a valid and appropriate professional license qualifying her to act in her position as required by General Laws, Chapter 71, Section 38G.

7. ALLOWANCE FOR EXPENSES

The District shall provide allowances for the following expenses.

- (a) Travel necessary in the performance of professional duties: \$800.00 per year
- (b) Attendance at professional meetings – with prior approval
- (c) State and regional conferences – with the approval of the Superintendent with a maximum reimbursement not to exceed \$1,000 pending available funding resources

8. VACATION & HOLIDAYS

The Principal/Curriculum Director will work a 12-month contract with 25 days' vacation. There will be no vacation carryover. If the Principal/Curriculum 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

Cindy L. Socha shall accrue 17 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, Cindy L. Socha up to an additional year of sick leave in the event that Cindy L. Socha suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

10. EVALUATIONS AND PERSONNEL FILES

- A. The Principal/Director will have the right, upon request, to review the contents of her

personnel file. No material derogatory to the Principal/Director's conduct, service character, or personality will be placed in her personnel file unless the Director has had an opportunity to review that material. The Principal/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 Principal/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 Cindy L. Socha 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 (71:38) the policies of the Douglas School Committee; 3) the individual school improvement goals mutually agreed upon by Cindy L. Socha and the Superintendent. The final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

11. INSURANCE

The District does not provide insurance. Pursuant to this Agreement health insurance benefits and options are provided by the Town of Douglas.

12. BEREAVEMENT LEAVE

Cindy L. Socha shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Cindy L. Socha shall receive up to 7 days personal leave with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

The District, at the request of Cindy L. Socha and in accordance with Massachusetts law, shall withhold and transfer an amount of salary, as designated by Cindy L. Socha, annually, semi-

annually, or monthly, to a tax-deferred annuity program chosen by Cindy L. Socha.

15. FAMILY AND MEDICAL LEAVE

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

The District will comply with the Parental Leave Act of 2015.

16. PROFESSIONAL IMPROVEMENT

The Principal/Director shall be reimbursed for the cost of courses taken in the improvement of the Principal/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) the total amount of said reimbursement shall not exceed the amount available within 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) Cindy L. Socha 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

Principal/Director, police and the courts.

- (b) If criminal or civil proceedings are brought against an administrator 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 Principal/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 Cindy L. Socha, 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 Principal/Director who has her personal property vandalized on/or about school property, for any damage not covered by the Principal/Director's individual insurance coverage.

20. PRINCIPAL/DIRECTOR'S RESPONSIBILITIES

Cindy L. Socha shall fulfill all aspects of the Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee and the Principal/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 Section 4 (TERMINATION).

21. ENTIRE AGREEMENT

The Agreement embodies the entire understanding and agreement between the District and Cindy L. Socha 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 Cindy L. Socha. The 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 24th day of June 2020.

Cindy L. Socha
Cindy L. Socha,
PRINCIPAL/CURRICULUM DIRECTOR

Kevin Maines
Kevin Maines,
SUPERINTENDENT OF SCHOOLS

6/24/2020
Date

6/24/2020
Date