

AGREEMENT
DOUGLAS SCHOOL DISTRICT
AND
ELEMENTARY SCHOOL PRINCIPAL

Agreement made this 27 day of July 2022, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Anthony DiFonso of 45 Vista Circle, Rutland, Massachusetts. Both parties agree that said employee (hereinafter referred to as the "Elementary School Principal") shall perform the duties of Elementary School Principal 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 Anthony DiFonso Elementary School Principal. Employee hereby accepts such employment on the following terms and conditions.

2. TERMS

The term of employment set by this Agreement shall be the period of three years commencing August 1, 2022 and ending June 30, 2025.

If the Superintendent does not intend to renew Anthony DiFonso's contract, he must notify the Elementary School Principal in writing by January 1, 2025.

If Anthony DiFonso does not intend to complete the terms of his contract or intends to leave the District at the end of the contract year prior to the expiration of the contract, he must 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.

3. COMPENSATION

Anthony DiFonso shall be paid a salary of One Hundred Five Thousand Dollars (\$105,000), prorated to \$96,551.72 for FY 2023, less income tax withholding and other normal employee deductions. 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. This annual compensation shall be reviewed by the District on or before June 30, 2023. The District may increase the Elementary School Principal' salary during the term of this Agreement, if at the District's discretion, her performance as Elementary School Principal and/or the general economic conditions warrant such increase. Any salary adjustment made during the life of this Agreement shall be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Elementary School Principal.

4. TERMINATION

The Superintendent may terminate this 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 the Elementary School Principal, 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 Elementary School Principal to any position.

5. DUTIES

Anthony DiFonso shall perform faithfully and to the best of his ability the duties of Elementary School Principal and all other duties assigned to her under the supervision and direction of the Superintendent and his designee.

6. LICENSURE

Anthony DiFonso shall furnish and maintain during the term of this Agreement valid and appropriate licensure qualifying him to act in his 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: \$400.00 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

Anthony Difonso will work a 12-month contract with 25 days vacation, prorated to 23 days for FY 2023. There will be no vacation carryover. If Anthony DiFonso leaves prior to the end of the fiscal year, vacation days will be prorated for the partial fiscal year of employment. Anthony Difonso will be paid for all legal holidays as prescribed by the Douglas Public Schools Employee Benefit Manual.

9. SICK LEAVE

Anthony DiFonso shall accrue 17 days of sick leave per annum, prorated to 15.50 days for FY 2023. Any sick leave not used during the time of this Agreement may be accumulated to a maximum accumulation of 150 days. The Superintendent may grant, with School Committee approval, Anthony DiFonso an additional year of sick leave in the event that Anthony DiFonso suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

10. EVALUATIONS AND PERSONNEL FILES

A. The Elementary School Principal will have the right, upon request, to review the contents of his personnel file. No material derogatory to the Elementary School Principal's conduct, service character, or personality will be placed in her personnel file unless the Elementary School Principal has had an opportunity to review that material. The Elementary

School Principal will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The Elementary School Principal 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 Anthony DiFonso 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); 2) the policies of the Douglas School Committee; 3) the individual goals mutually agreed upon by Anthony DiFonso 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

Anthony Difonso shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Anthony Difonso shall receive up to 5 days personal leave with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

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

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 Elementary School Principal shall be reimbursed for the cost of courses taken in the improvement of the Elementary School Principal' 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 \$850 annually

17. PROFESSIONAL ORGANIZATIONS

The District shall provide funds for membership in two professional organizations. 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) Anthony DiFonso will immediately report to the Superintendent, in writing, all cases of assault suffered by him in connection with his 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 appropriate way as liaison between the Elementary School Principal, police and the courts.

(b) If criminal or civil proceedings are brought against an administrator alleging that he committed any unlawful act in connection with his employment, the Committee will furnish legal counsel and pay all fees necessary to defend him in such proceedings, provided that the Elementary School Principal 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 Anthony DiFonso, 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 Elementary School Principal who has his personal property vandalized on school property, for any damage not covered by the Elementary School Principal' individual insurance coverage.

20. RESPONSIBILITIES

Anthony DiFonso shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee and the Elementary School Principal. Failure to fulfill the obligations agreed to in this 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

This Agreement embodies the entire understanding and agreement between the District and Anthony DiFonso 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 Anthony DiFonso. 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 this 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 this Agreement and one counterpart thereof this 27th day of July, 2022.

Anthony DiFonso,

Elementary School Principal

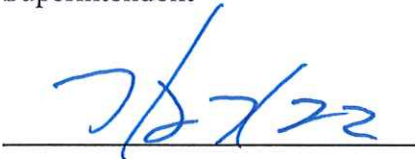


Date



Paul D. Vieira, Ed.D.

Superintendent



Date