

**AGREEMENT
REVISED
DOUGLAS SCHOOL DISTRICT
AND
ELEMENTARY SCHOOL & MIDDLE SCHOOL
DEAN OF STUDENTS**

Agreement made this 4 day of May, 2023, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Jaclyn Sullivan of 45 Pond Street, Douglas, Massachusetts. Both parties agree that said employee (hereinafter referred to as the "Dean of Students") shall perform the duties of Dean of Students 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 Jaclyn Sullivan, Dean of Students. 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 commencing July 1, 2023 through June 30, 2026. Your work year will consist of 205 days (180 student days, 2 days prior to school start, 2 professional development days and 21 days mutually agreed on between July 1 and the start of the school year, during school vacation weeks, and after the school year ends (through June 30 of the current fiscal year).

3. COMPENSATION

Jaclyn Sullivan shall be paid a salary of Eighty Six Thousand Dollars (\$86,000) for FY 2024, 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.

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 Dean of Students, 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 Dean of Students to any position.

5. DUTIES

Jaclyn Sullivan shall perform faithfully and to the best of her ability the duties of Dean of Students and all other duties assigned to her under the supervision and direction of the Superintendent and his designee.

6. LICENSURE

Jaclyn Sullivan shall furnish and maintain during the term of this Agreement valid and appropriate licensure 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) Attendance at professional meetings – with prior approval

9. SICK LEAVE

Jaclyn Sullivan shall accrue 14 days of sick leave per fiscal year. Any sick leave not used during the time of the Agreement may be accumulated to a maximum accumulation of 145 days. No reimbursement shall be made for unused sick leave.

10. EVALUATIONS AND PERSONNEL FILES

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

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

Jaclyn Sullivan shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Jaclyn Sullivan shall receive 4 days of personal leave with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

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

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.

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) Jaclyn Sullivan 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 appropriate way as liaison between the Dean of Students, 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 Dean of Students 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 Jaclyn Sullivan, 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 Dean of Students who has his personal property vandalized on school property, for any damage not covered by the Dean of Students' individual insurance coverage.

20. RESPONSIBILITIES

Jaclyn Sullivan shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee and the Dean of Students. 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).

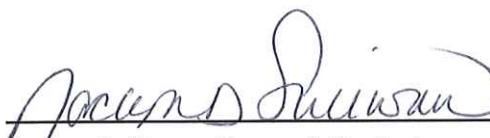
21. ENTIRE AGREEMENT

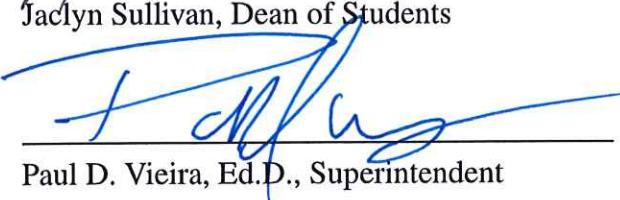
This Agreement embodies the entire understanding and agreement between the District and Jaclyn Sullivan and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in a writing signed by both the Committee and Jaclyn Sullivan. 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 4 day of May, 2023.



Jaclyn Sullivan, Dean of Students


Paul D. Vieira, Ed.D., Superintendent

5/4/23
Date
5/4/23
Date