

AGREEMENT
DOUGLAS SCHOOL DISTRICT
AND
ALISON M. WEIR
FOOD SERVICE DIRECTOR

Agreement made this 7th day of June 2023, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Alison M. Weir, 251 Yew Street, Douglas Massachusetts, 01516. Both parties agree that said employee (hereinafter referred to as the "Food Service Director") shall perform the duties of Food Service Director as prescribed by the laws of the Commonwealth of Massachusetts, USDA, 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 Alison Weir, Food Service Director. 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 July 1, 2023 and ending June 30, 2026.

If the Superintendent does not intend to renew Alison Weir's contract, he must so notify the Food Service Director in writing by January 1, 2026.

If Alison Weir 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.

3. COMPENSATION

Alison Weir will be paid a salary of Seventy Thousand Dollars (\$70,000), 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, 2024. The District may increase the Food Service Director's salary during the term of this Agreement, if in the District's discretion, her performance as Food Service Director 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 Food Service Director.

4. TERMINATION

The Superintendent may terminate this agreement at any time for good cause. 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 Food Service 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 Food Service Director to any position.

5. DUTIES

Alison Weir shall perform faithfully and to the best of her ability the duties of Food Service Director and all other duties assigned to her under the supervision and direction of the Superintendent and his designee.

6. 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 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

(d) State and regional conferences – with the approval of the Superintendent with a maximum reimbursement not to exceed \$1,000 pending available funding resources

7. VACATION & HOLIDAYS

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

8. SICK LEAVE

Alison Weir shall accrue 17 days of sick leave per annum accrued at 1.42 days per month. 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, Alison Weir an additional year of sick leave in the event that Alison Weir suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

9. EVALUATIONS AND PERSONNEL FILES

A. The Food Service Director will have the right, upon request, to review the contents of her personnel file. No material derogatory to the Food Service Directors' conduct, service character, or personality will be placed in her personnel file unless the Food Service Director has had an opportunity to review that material. The Food Service 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 Food Service Director will also have the right to submit a written answer to such material, and her answer shall be reviewed by the Business Manager and Superintendent and attached to the file copy.

B. The Business Manager and Superintendent shall evaluate the performance of Alison Weir in writing at least once annually not later than May 1 based upon (1) the policies of the Douglas School Committee; (2) the individual goals mutually agreed upon by Alison Weir and the Business Manager and Superintendent. The final evaluation may allocate among those items various weight as determined by the Business Manager and Superintendent.

10. INSURANCE

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

11. BEREAVEMENT LEAVE

Alison Weir shall receive bereavement leave with the approval of the Superintendent.

12. PERSONAL LEAVE

Alison Weir shall receive up to 5 days personal leave with the approval of the Superintendent.

13. TAX-DEFERRED ANNUITY

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

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 Food Service Director shall be reimbursed for the cost of courses taken in the improvement of the Food Service 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 \$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) Alison Weir 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 Food Service 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 Food Service 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 Alison Weir, 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 Food Service Director who has her personal property vandalized on school property, for any damage not covered by the Food Service Director individual insurance coverage.

20. RESPONSIBILITIES

Alison Weir shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee and the Food Service Director. 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 Alison Weir 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 Alison Weir. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

22. VALIDITY

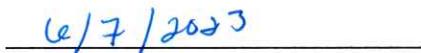
If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this _____ day of June 2023.



Alison M. Weir,

Food Service Director



Date



Paul D. Vieira, Ed.D.

Superintendent



Date