

AGREEMENT
DOUGLAS SCHOOL DISTRICT
AND
SPECIAL EDUCATION COORDINATOR
REVISED

Agreement made this 25th day of August, 2023, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Chelsey Cardinal of 1664 Broncos Hwy, Harrisville, Rhode Island. Both parties agree that said employee (hereinafter referred to as the "Special Education Coordinator") shall perform the duties of Special Education Coordinator 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 Chelsey Cardinal, Special Education Coordinator. 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 September 5, 2023 and ending June 30, 2026.

If the Superintendent does not intend to renew Chelsey Cardinal's contract, she must notify the Special Education Coordinator in writing by January 1, 2026.

If Chelsey Cardinal 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 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

Chelsey Cardinal shall be paid a salary of Ninety Thousand Dollars (\$90,000), prorated to \$74,076.10 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. This annual compensation shall be reviewed by the District on or before June 30, 2024. The District may increase the Special Education Coordinator's salary during the term of this Agreement, if at the District's discretion, her performance as Special Education Coordinator 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 Special Education Coordinator.

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 Special Education Coordinator, 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 Special Education Coordinator to any position.

5. DUTIES

Chelsey Cardinal shall perform faithfully and to the best of her ability the duties of Special Education Coordinator and all other duties assigned to her under the supervision and direction of the Superintendent and his designee.

6. LICENSURE

Chelsey Cardinal 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) 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

Chelsey Cardinal will work a 12-month contract with 25 days vacation, prorated to 21 days for the first year.. There will be no vacation carryover. If Chelsey Cardinal leaves prior to the end of the fiscal year, vacation days will be prorated for the partial fiscal year of employment. Chelsey Cardinal will be paid for all legal holidays as prescribed by the Douglas Public Schools Employee Benefit Manual.

9. SICK LEAVE

Chelsey Cardinal shall accrue 17 days of sick leave per annum, prorated to 14 days for the first year. 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, Chelsey Cardinal an additional year of sick leave in the event that Chelsey Cardinal suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

10. EVALUATIONS AND PERSONNEL FILES

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

Coordinator 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 Special Education Coordinator 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 Chelsey Cardinal 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 Chelsey Cardinal 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

Chelsey Cardinal shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Chelsey Cardinal shall receive up to 5 days personal leave, prorated to 4 days for the first year, with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

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

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 Special Education Coordinator shall be reimbursed for the cost of courses taken in the improvement of the Special Education Coordinator'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) Chelsey Cardinal 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 Special Education Coordinator, 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 Special Education Coordinator 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 Chelsey Cardinal, 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 Special Education Coordinator who has her personal property vandalized on school property, for any damage not covered by the Special Education Coordinator's individual insurance coverage.

20. RESPONSIBILITIES

Chelsey Cardinal shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee and the Special Education Coordinator. 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).

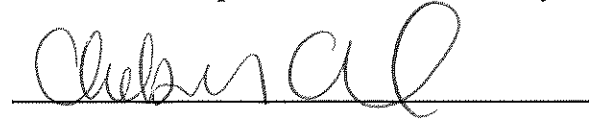
21. ENTIRE AGREEMENT

This Agreement embodies the entire understanding and agreement between the District and Chelsey Cardinal 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 Superintendent and Chelsey Cardinal. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

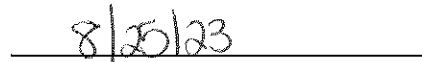
22. VALIDITY

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.

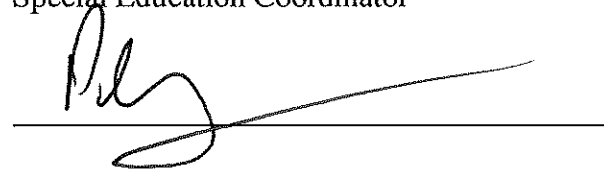
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this ____ day of August, 2023.



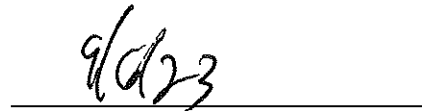
Chelsey Cardinal,
Special Education Coordinator



Date



Paul D. Vieira, Ed.D.,
Superintendent of Schools



Date