

AGREEMENT
DOUGLAS SCHOOL DISTRICT
AND
DIRECTOR OF TECHNOLOGY

Agreement made this 3rd day of July, 2024, between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Domenic Sergio of 206 Riverview St. Brockton, Massachusetts. Both parties agree that said employee (hereinafter referred to as the "Director of Technology") shall perform the duties of Director of Technology 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 Domenic Sergio, Director of Technology. 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 3, 2024 and ending June 30, 2027.

If Domenic Sergio does not intend to complete the terms of his contract or intends to leave the District at the end of the contract year he must notify the Superintendent at least ninety

(90) days prior to his last day of work for the District. Failure to provide the required notice may result in the forfeiture of unused vacation.

3. COMPENSATION

Domenic Sergio shall be paid a salary of One Hundred and One Thousand Dollars (\$101,000), prorated to \$100,225.23, less income tax withholding and this normal employee deductions. The salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of professional staff members employed by the Committee. This annual compensation shall be reviewed by the District on or before June 30, 2025. Upon earning a Bachelor's Degree from an accredited college or university the Director of Technology will receive a \$5,000 increase to his salary amount in the subsequent fiscal year. The District may increase the Director of Technology's salary during the term of this Agreement, if at the District's discretion, his performance as Director of Technology 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 Director of Technology.

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 Director of Technology, 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 Director of Technology to any position.

5. DUTIES

Domenic Sergio shall perform faithfully and to the best of his ability the duties of Director of Technology and all other duties assigned to him under the supervision and direction of the Superintendent and his designee.

6. LICENSURE

Domenic Sergio 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

Domenic Sergio will work a 12-month contract with 25 days vacation. There will be no vacation carryover. If Domenic Sergio leaves prior to the end of the fiscal year, vacation days will be

prorated for the partial fiscal year of employment. Domenic Sergio will be paid for all legal holidays as prescribed by the Douglas Public Schools Employee Benefit Manual.

9. SICK LEAVE

Domenic Sergio shall accrue 17 days of sick leave per annum. No reimbursement shall be made for unused sick leave.

10. EVALUATIONS AND PERSONNEL FILES

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

B. The Superintendent shall evaluate the performance of Domenic Sergio 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 Domenic Sergio 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

Domenic Sergio shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Domenic Sergio shall receive up to 5 days personal leave, with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

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

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) Domenic Sergio 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 Director of Technology, 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 his in such proceedings, provided that the Director of Technology 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 Domenic Sergio, 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 Director of Technology who has his personal property vandalized on school property, for any damage not covered by the Director of Technology's individual insurance coverage.

20. RESPONSIBILITIES

Domenic Sergio shall fulfill all aspects of this Agreement, any exception this to being by mutual written consent of the Superintendent or his designee and the Director of Technology. 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).

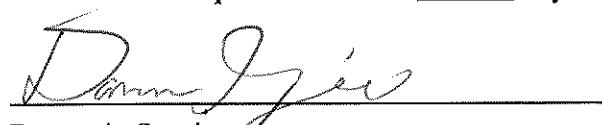
21. ENTIRE AGREEMENT

This Agreement embodies the entire understanding and agreement between the District and Domenic Sergio and those 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 Domenic Sergio. 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 this of this _____ day of June, 2024.


Domenic Sergio,

Director of Technology


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


Date


Date