

AGREEMENT

DOUGLAS SCHOOL DISTRICT

AND

NEALY KOUMANELIS-URQUHART
DIRECTOR OF STUDENT SERVICES

Agreement made this 1ST day of June 2014, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Nealy Koumanelis-Urquhart. Both parties agree that said employee (hereinafter referred to as the "Director") shall perform the duties of DIRECTOR of STUDENT SERVICES 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 NEALY KOUMANELIS-URQUHART as 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, 2014 and ending June 30, 2017.

If the Superintendent does not intend to renew Nealy Koumanelis-Urquhart's contract, she must so notify the Director in writing by January 1, 2017.

If Nealy Koumanelis-Urquhart 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

Nealy Koumanelis-Urquhart shall be paid a salary of Ninety Five Thousand Two Hundred Fifty Seven Dollars (\$95,257), 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, 2015. The District may increase the Director's salary during the term of this Agreement, if in the District's discretion, her performance as 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 Director.

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, 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 to any position.

5. DUTIES

Nealy Koumanelis-Urquhart shall perform faithfully and to the best of her ability the duties of DIRECTOR and all other duties assigned to her under the supervision and direction of the

Superintendent and her designee.

6. LICENSURE

Nealy Koumanelis-Urquhart 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.

8. PERIODIC EXAMINATIONS

Nealy Koumanelis-Urquhart shall undergo a thorough general, physical examination by an internist or general medical practitioner during the term of this Agreement and at least once every two years thereafter. The Employee shall inform the Superintendent of the results of that examination. The District shall reimburse for up to 50 percent of the cost of each examination.

9. VACATION

Nealy Koumanelis-Urquhart will work a twelve-month contract with twenty-five days vacation. There will be no vacation carryover. If Nealy Koumanelis-Urquhart leaves prior to the end of the fiscal year, vacation days will be pro rated for the partial fiscal year of employment.

10. SICK LEAVE

Nealy Koumanelis-Urquhart shall accrue seventeen days of sick leave per annum. Any sick leave not used during the time of this Agreement may be accumulated to a maximum accumulation of 145 days. The Superintendent may grant with School Committee approval,

Nealy Koumanelis-Urquhart up to an additional year of sick leave in the event that Nealy Koumanelis-Urquhart suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

11. EVALUATIONS AND PERSONNEL FILES

A. The Director will have the right, upon request, to review the contents of her personnel file. No material derogatory to the Director's conduct, service character, or personality will be placed in her personnel file unless the Director has had an opportunity to review that material. The 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 Director 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 Nealy Koumanelis-Urquhart 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; 2) the policies of the Douglas School Committee; 3) the individual goals mutually agreed upon by Nealy Koumanelis-Urquhart and the Superintendent. The final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

12. INSURANCE

The District shall provide Nealy Koumanelis-Urquhart with Workmen's Compensation insurance and shall pay, in part, the premiums for group medical insurance and life insurance coverage, at the highest level paid by the District of the premiums applicable to other professional employees.

13. BEREAVEMENT LEAVE

Nealy Koumanelis-Urquhart shall receive bereavement leave with the approval of the Superintendent.

14. PERSONAL LEAVE

Nealy Koumanelis-Urquhart shall receive up to 5 days personal leave with the approval of the Superintendent.

15. TAX-DEFERRED ANNUITY

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

16. FAMILY AND MEDICAL LEAVE

The District will comply with the Family and Medical Leave Act of 1993.

17. PROFESSIONAL IMPROVEMENT

The Director shall be reimbursed for the cost of courses taken in the improvement of the 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 \$800 annually

18. 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.

19. LEAVES OF ABSENCE

Leaves of absence without pay may be granted by the Superintendent for good and sufficient reasons.

20. PROTECTION

- (a) Nealy Koumanelis-Urquhart 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 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 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 Nealy Koumanelis-Urquhart, 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 who has her personal property vandalized on/or about school property, for any damage not covered by the Director's individual insurance coverage.

21. DIRECTOR'S RESPONSIBILITIES

Nealy Koumanelis-Urquhart shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or her designee and the 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 Paragraph 4 above.

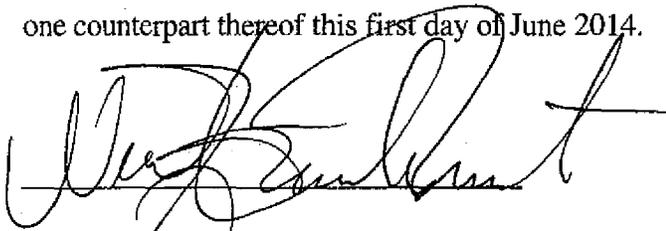
22. ENTIRE AGREEMENT

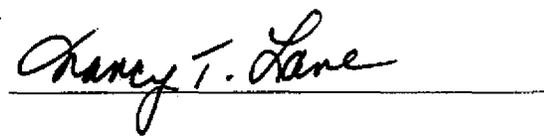
This Agreement embodies the entire understanding and agreement between the District and Nealy Koumanelis-Urquhart and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in a writing signed by both the Committee and Nealy Koumanelis-Urquhart. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

23. 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 first day of June 2014.


NEALY KOUMANELIS-URQUHART,
DIRECTOR


NANCY T. LANE,
SUPERINTENDENT OF SCHOOLS

DATE 5/2/2014

DATE 5/13/2014