

**AGREEMENT**  
**BETWEEN THE DOUGLAS SCHOOL DISTRICT**  
**AND**  
**KEVIN MAINES, PRINCIPAL**

Agreement made this 11<sup>th</sup> day of June, 2012, and last amended on March 11, 2016 by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Kevin Maines of 4 Swandale Drive, Mendon, Massachusetts. Both parties agree that said employee (hereinafter referred to as the "Principal") shall perform the duties of Principal 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 Kevin Maines as PRINCIPAL of the DOUGLAS HIGH SCHOOL and Kevin Maines hereby accepts such employment on the following terms and conditions.

2. TERMS

The term of employment of this Agreement shall be the period commencing July 1, 2012 and ending June 30, 2017.

If the Superintendent does not intend to renew Kevin Maines' contract, she must so notify the Principal in writing by January 1, 2017. If such notification is provided, there shall be no

obligation to continue with compensation beyond June 30, 2017.

If Kevin Maines does not intend to complete the terms of his contract or intends to leave the District at the end of the contract year prior to the expiration of the contract, he must so 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

Kevin Maines shall be paid a base salary of One Hundred Ten Thousand Ninety Four Dollars (\$110,094) per annum, less income tax withholding and other normal employee deductions. Effective July 1, 2016, Kevin Maines will have added to his base pay the sum of \$2,000 for the purpose of providing professional development and training on the development of the Master Schedule. 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, 2013. The District may increase the Principal's salary during the term of this Agreement, if in the District's discretion, his performance as Principal 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 Principal.

### 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 of the Principal, 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 Principal to any position.

#### 5. DUTIES

Kevin Maines shall perform faithfully and to the best of his ability the duties of Principal and all other duties assigned to him under the supervision and direction of the Superintendent or his designee.

#### 6. CERTIFICATE

Kevin Maines shall furnish and maintain during the term of this Agreement a valid and appropriate certificate 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
- (c) Kevin Maines shall be reimbursed for attendance at one conference with advance approval of the Superintendent for the following:
  1. State and regional conferences -- maximum reimbursement of \$600.00 pending

available funding resources

8. PERIODIC EXAMINATIONS

Kevin Maines shall undergo a thorough general, physical examination by an internist or general medical practitioner during the term of this Agreement and at least one every two years thereafter. Kevin Maines 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

Kevin Maines will work a twelve-month contract with twenty-five days vacation. There will be no vacation carryover. If Kevin Maines 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

Kevin Maines 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, Kevin Maines additional sick leave in the event that Kevin Maines suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

11. EVALUATIONS AND PERSONNEL FILES

A. The Principal will have the right, upon request, to review the contents of his personnel file.

No material derogatory to the Principal's conduct, service character, or personality will be placed in his personnel file unless the Principal has had an opportunity to review that material. The Principal 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 Principal 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 of Schools shall evaluate the performance of Kevin Maines 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; and 3) the annual school improvement plan developed with the School Council; and 4) the individual school improvement goals mutually agreed upon by Kevin Maines 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 Kevin Maines with Workmen's Compensation insurance and shall pay, in part, the premiums for group medical and life insurance coverage, at the highest level paid by the District of the premiums applicable to other professional employees.

#### 13. BEREAVEMENT LEAVE

Kevin Maines shall receive bereavement leave with the approval of the Superintendent.

#### 14. PERSONAL LEAVE

Kevin Maines shall receive up to 5 days personal leave with the approval of the

Superintendent.

15. FAMILY AND MEDICAL LEAVE

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

16. TAX-DEFERRED ANNUITY

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

17. PROFESSIONAL IMPROVEMENT

The Principal shall be reimbursed for the cost of two courses annually taken in the improvement of the Principal's professional skills with the following understanding:

- A. Said courses must have been approved, prior to registration, by the Superintendent of Schools and;
- B. Said reimbursement shall not exceed a rate of \$225.00 per credit.

18. PROFESSIONAL ORGANIZATIONS

The District shall provide funds for membership in a professional organization. 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) Kevin Maines 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 Principal for information in its possession related to the incident or to the persons involved and will act in appropriate way as liaison between the Principal, police and the courts.
- (b) If criminal or civil proceedings are brought against a Principal 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 him in such proceedings, provided that the Principal 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 the Principal 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 a Principal who has his personal property vandalized on/or about school property, for any damage not covered by the Principal's individual insurance coverage.

## 21. PRINCIPAL'S RESPONSIBILITIES

The Principal shall fulfill as aspects of the Agreement, any exception thereto being by mutual written consent of the Superintendent and the Principal. 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 a good cause for discharge as noted in Paragraph 4 above.

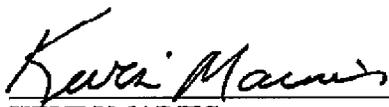
22. ENTIRE AGREEMENT

This agreement embodies the entire understanding and agreement between the District and Kevin Maines 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 District and Kevin Maines. The Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

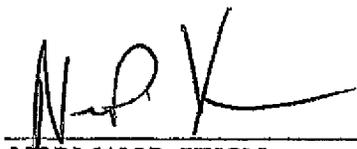
23. VALIDITY

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 11<sup>th</sup> day of June, 2012..

  
\_\_\_\_\_  
KEVIN MAINES  
PRINCIPAL

Date 3/23/16

  
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NORMAN P. YVON  
SUPERINTENDENT OF SCHOOLS

Date 3/23/16