

AGREEMENT

DOUGLAS SCHOOL DISTRICT

AND

BRIAN DELANEY
PRINCIPAL

Agreement made this 15th day of August 2016, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Brian Delaney of 4 Fairway Lane, Medway, 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 Brian Delaney as PRINCIPAL of the MIDDLE SCHOOL and Brian Delaney hereby accepts such employment on the following terms and conditions.

2. TERMS

The term of employment set by this Agreement shall be the period commencing August 16, 2016 and ending June 30, 2018.

If the Superintendent does not intend to renew Brian Delaney's contract, he must so notify the Principal in writing by January 1, 2018. If such notification is provided, there shall be no obligation to continue with compensation beyond June 30, 2018.

If Brian Delaney 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

Brian Delaney shall be paid a base salary of ninety nine thousand (\$99,000) per annum, 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, 2017. 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 a discharge of the administrator, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the administrator to any position.

5. DUTIES

Brian Delaney 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 and his designee.

6. CERTIFICATE

Brian Delaney 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.

8. VACATION

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

9. SICK LEAVE

Brian Delaney 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, Brian Delaney up to an additional year of sick leave in the event that Brian Delaney suffers a major or catastrophic illness or disability. No reimbursement shall be made for unused sick leave.

10. 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 shall evaluate the performance of Brian Delaney 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 individual school improvement goals contained in the School Improvement Plan. The final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

11. INSURANCE

The District shall provide Brian Delaney 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.

12. BEREAVEMENT LEAVE

Brian Delaney shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Brian Delaney shall receive up to 5 days personal leave with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

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

15. FAMILY AND MEDICAL LEAVE

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

16. PROFESSIONAL IMPROVEMENT

The Principal shall be reimbursed for the cost of courses taken in the improvement of the Principal's professional skills with the following understanding in accord with the amount contained in the teacher contract:

- (a) said course must have been approved, prior to registration, by the Superintendent of Schools.

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) Brian Delaney 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 an appropriate way as liaison between the administrator, 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 him in such proceedings, provided that the administrator 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 Brian Delaney, 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 an administrator who has his personal property vandalized on/or about school property, for any damage not covered by the administrator's individual insurance coverage.

20. PRINCIPAL'S RESPONSIBILITIES

Brian Delaney shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee 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 good cause for discharge as noted in Paragraph 4 above.

21. ENTIRE AGREEMENT

This Agreement embodies the entire understanding and agreement between the District and Brian Delaney 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 writing signed by both the Committee and Brian Delaney. 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 15th day of August 2016.



BRIAN DELANEY,
PRINCIPAL

Date 8/15/16



NORM YVON,
SUPERINTENDENT OF SCHOOLS

Date 8/15/16