

AGREEMENT

DOUGLAS SCHOOL DISTRICT

AND

**LAURA H. NASUTI
SPECIAL EDUCATION COORDINATOR**

Agreement made this 24th day of June, 2020 between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Laura H. Nasuti, 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 Laura H. Nasuti as 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 commencing on July 1, 2020 to June 30, 2023.

If the Superintendent does not intend to renew Laura H. Nasuti's contract, he must so notify the Special Education Coordinator in writing by January 1, 2023.

If Laura H. Nasuti 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.

3. COMPENSATION

Laura H. Nasuti shall be paid a salary of Ninety-One Thousand One Hundred and Seven

Dollars (\$91,107), 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, 2021. The District may increase the Special Education Coordinator's salary during the term of this Agreement, if in 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 the 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

Laura H. Nasuti 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 the Assistant Superintendent of Student Support Services.

6. LICENSURE

Laura H. Nasuti shall furnish and maintain during the term of the Agreement a valid and appropriate professional license 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 prior approval by the Assistant Superintendent of Student Support Services and Superintendent – maximum reimbursement of \$1,000 pending available resources

8. VACATION & HOLIDAYS

Laura H. Nasuti will work a 12-month contract with 25 days vacation. There will be no vacation carryover. If Laura H. Nasuti leaves prior to the end of the fiscal year, vacation days will be prorated for the partial fiscal year of employment. Laura H. Nasuti will be paid for all legal holidays as stated by the Douglas Public School Employee Benefits Manual.

9. SICK LEAVE

Laura H. Nasuti shall accrue 17 days of sick leave per annum. Any sick leave not used during the time of the Agreement may be accumulated to a maximum accumulation of 150 days. The Superintendent may grant with School Committee approval, Laura H. Nasuti up to an additional year of sick leave in the event that Laura H. Nasuti 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 Assistant Superintendent of Student Support Services shall evaluate the performance of Laura H. Nasuti 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 school improvement goals mutually agreed upon by Laura H. Nasuti 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

Laura H. Nasuti shall receive bereavement leave with the approval of the Superintendent.

13. PERSONAL LEAVE

Laura H. Nasuti shall receive up to 5 days personal leave with the approval of the Superintendent.

14. TAX-DEFERRED ANNUITY

The District, at the request of Laura H. Nasuti and in accordance with Massachusetts law,

shall withhold and transfer an amount of salary, as designated by Laura H. Nasuti, annually, semi-annually, or monthly, to a tax-deferred annuity program offered by the Town of Douglas.

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 one course 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 \$290.00 per credit.

17. 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.

18. LEAVES OF ABSENCE

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

19. PROTECTION

(a) Laura H. Nasuti will immediately report to the Superintendent, in writing, all cases of assault suffered by her in connection with her employment. The 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 Laura H. Nasuti, 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 Special Education Coordinator who has her personal property vandalized on/or about school property, for any damage not covered by the Special Education Coordinator's individual insurance coverage.

20. SPECIAL EDUCATION COORDINATOR'S RESPONSIBILITIES

Laura H. Nasuti shall fulfill all aspects of the 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 the 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

The Agreement embodies the entire understanding and agreement between the District and Laura H. Nasuti 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 Laura H. Nasuti. The Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

22. VALIDITY

If any paragraph or part of the Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties.

This contract in effect supersedes your existing contract with the Douglas Public School District.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement the 24th day of June, 2020.

Laura H. Nasuti
Laura H. Nasuti,
SPECIAL EDUCATION COORDINATOR

Kevin Maines
Kevin Maines,
SUPERINTENDENT OF SCHOOLS

6/24/2020
Date

6/24/2020
Date