

HOPEDALE PUBLIC SCHOOLS

[REDACTED]

This Agreement is made this ____ day of _____, 2016, by and between the Hopedale School Committee (hereinafter referred to as the "Committee"), whose members act hereunder in their representative capacity only and without any personal liability to themselves and acting through the Superintendent of Schools (hereinafter referred to as the "Superintendent") and

[REDACTED]

WITNESSETH:

WHEREAS, the Committee desires to employ the services of [REDACTED]
[REDACTED]

WHEREAS, it is the desire of the Committee to describe and define the job duties and job responsibilities of the [REDACTED] fix the salary, and provide for benefits and working conditions and,

WHEREAS, the [REDACTED] represents possession of the qualifications and capacity to perform the duties and responsibilities of said position; and,

WHEREAS, said [REDACTED] desires to engage in full-time employment as the [REDACTED] [REDACTED] and to use his best efforts, skills, abilities and training to carry out the duties and responsibilities;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Committee and the [REDACTED] agree as follows:

1. EMPLOYMENT:

The Committee hereby agrees to employ [REDACTED] and [REDACTED] agrees to accept that employment as [REDACTED], subject to the terms and conditions of this Agreement.

2. TERM:

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement and the [REDACTED] appointment hereunder shall be for the period commencing on July 1, 2016 (hereinafter, the "commencement date") and ending on June 30, 2019 (hereinafter, the "termination

date”), unless sooner terminated in accordance with the provisions hereof. It is expressly understood by the parties that this Agreement contains no rollover language, nor any notification requirement should the Superintendent determine not to renew it or to otherwise negotiate any new contract with the [REDACTED]. This Agreement shall automatically expire on June 30, 2019 unless sooner terminated in accordance with the provisions hereof.

3. DUTIES AND RESPONSIBILITIES:

The [REDACTED] shall, during the period of this contract, faithfully and competently perform the duties and responsibilities of [REDACTED] as provided in the job description from time to time adopted by the School Committee and/or Superintendent.

The [REDACTED] shall fulfill all the terms and conditions of this contract and shall comply with the policies and procedures of the Committee and/or Superintendent, all pertinent laws and regulations, and shall serve and perform such duties at such times and places and in such manner as from time to time directed.

4. WORK DAY/YEAR:

The [REDACTED] shall be employed on a full-time basis during the school year plus fifteen (15) additional days. It is specifically recognized by the parties that the work year is not limited to times and days when school is in session. The [REDACTED] shall work the number of hours necessary to perform all the duties and responsibilities of the position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the [REDACTED] may have to expend additional time beyond the normal work day and agrees to do same as is required. Such additional time may include but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. It is acknowledged that the position is that of an executive/administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

5. CERTIFICATION:

The [REDACTED] shall furnish and maintain, throughout the term of this contract as a condition of continued employment, a valid and appropriate certificate qualifying him to act as [REDACTED] in the Commonwealth of Massachusetts, as required by Mass G.L. Chapter 71, Section 38G and all other laws and regulation of the Commonwealth. The [REDACTED] agrees to advise the Committee immediately in the event that his license is revoked, suspended, or otherwise affected in any way.

6. COMPENSATION:

- a. Effective July 1, 2016 and contingent upon the faithful, diligent and competent performance of the duties and responsibilities of [REDACTED] as provided by law and herein, the Committee agrees to pay the [REDACTED] at the annual rate of [REDACTED]).

- b. For each subsequent year this contract is in effect, the Superintendent and the [REDACTED] shall meet at least thirty (30) days prior to the anniversary date for purposes of reviewing the [REDACTED] performance and negotiating the salary for the subsequent contract year. The [REDACTED] compensation shall not be set prior to the completion of the [REDACTED] annual evaluation. Said evaluation shall be completed and compensation set by the Superintendent prior to the thirtieth (30th) day of June each calendar year.
- c. For purposes of this Agreement, the contract year shall be the period commencing July 1 and ending June 30.

7. REIMBURSEMENT OF EXPENSES:

- a. The Committee shall reimburse the [REDACTED] for all pre-approved expenses reasonably incurred in the performance of his contractual duties to attend official functions outside the Hopedale school district, including professional development programs, seminars, and professional association meetings, not to exceed two thousand dollars (\$2,000.00) annually.
- b. Upon submission of an official transcript and proof of payment, the [REDACTED] shall be reimbursed the actual cost of tuition and fees for successful completion of courses taken with prior approval, such cost not to exceed one thousand one hundred dollars (\$1,100.00) annually.

8. BENEFITS AND LEAVE:

- a. Insurance - As an employee of the District, the [REDACTED] is entitled to all group insurance benefits (medical, hospital, and life), at the same premium contribution rates as is currently provided by the Town of Hopedale to its employees. The Committee, on behalf of the Town, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Agreement. The [REDACTED] agrees to accept any such changes which are made by the Town of Hopedale.
- b. Sick Leave – The [REDACTED] shall be allowed up to fifteen (15) annual paid sick days for use during periods of sickness or injury and which may be accumulated from contract year to contract year, up to a total of one hundred (100) days. The [REDACTED] agrees that if he is absent due to illness or injury for more than ten (10) school days in any contract year, he will, if requested, provide documentation from his physician certifying the need for the absence and also cooperate in making himself available for a medical examination by a physician selected by the Committee, which examination shall be at the expense of the Committee. Unused sick leave shall not be reimbursed upon termination or non-renewal of employment.
- c. Personal Days – The [REDACTED] shall be permitted up to three (3) personal days with pay during each contract year to use for personal matters that require the [REDACTED] to be absent. Unused personal time may not be

accumulated from contract year to contract year, shall be forfeited at the conclusion of each contract year, and shall have no cash redemption value.

- d. Bereavement Leave – The [REDACTED] shall be permitted to take up to five (5) calendar days bereavement leave for the death of an immediate family member.
- f. Contributory Retirement Plan - The [REDACTED] shall be a member of the Teacher’s Contributory Retirement System as required by Mass. G.L. Chapter 32, Section 2.

9. EVALUATION:

The [REDACTED] shall annually review and evaluate the [REDACTED] performance in writing not later than April 30th of each year of this Agreement, unless another date is agreed upon by the parties. The evaluation shall comply with M.G.L. c. 71, §38 and all related state regulations, including but not limited to 603 CMR 35.01- 35.11 and shall include the Massachusetts Model System for Evaluation for Administrators, the DESE Model contract language and the DESE rubric for Administrators. A copy of the annual evaluation will be included in the [REDACTED] personnel file. Nothing contained herein shall limit the [REDACTED] from discussing and/or reviewing the [REDACTED] performance at any time during the term of this Agreement.

10. RENEWAL/EXTENSION/RESIGNATION:

This Agreement may be extended by mutual written agreement of the parties. In no case, however, shall this Agreement automatically extend.

This Agreement may be terminated as provided herein, or by written agreement between the Superintendent and the [REDACTED], or by written resignation of the [REDACTED]. Notice of such resignation shall be given one hundred fifty (150) calendar days prior to the effective date of such resignation and with a termination date that corresponds to the end of the academic year. There shall be no penalty for release or resignation by the [REDACTED] from this contract, provided no resignation shall become effective until the expiration of the notification term set forth above unless the Superintendent fixes a different time at which the resignation or release is to take effect.

Nothing herein shall limit the right of the Committee to non-renew this contract of employment as provided under applicable Massachusetts statutory law.

11. TERMINATION:

The [REDACTED] shall be subject to dismissal and this Agreement subject to termination for good cause. It is agreed that “good cause” includes, without limitation, any one or more of the following: conduct unbecoming an [REDACTED], incompetence, insubordination, inefficiency, immorality, neglect of duty, physical and/or mental incapacity, unsatisfactory performance, conduct contrary to the best interests of the District or its students, and/or any other ground which is put forward in good faith, which is not arbitrary, irrational, unreasonable, or irrelevant to the building

and maintaining of an efficient school system. Upon such action, the obligations of the Committee under this Agreement shall cease excluding only the obligation to participate in the process established in this section.

The [REDACTED] may appeal any dismissal action to final and binding arbitration through the American Arbitration Association. This shall be the [REDACTED] [REDACTED] exclusive remedy for any alleged wrongful discharge. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association's Employment Dispute Resolution Rules and the terms of this Agreement. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. It is expressly understood by the parties that the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal or compensatory damages other than back pay or benefits. The arbitrator shall not have authority to award attorney's fees or interest.

12. INDEMNIFICATION:

The Committee shall indemnify the [REDACTED] when acting within the scope of his official duties to the extent permitted and subject to the provisions of Mass G.L. Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the Town or Committee unless the [REDACTED] provides reasonable cooperation to the Town or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during employment or services as [REDACTED]

13. WARRANTY OF CREDENTIALS:

The [REDACTED] warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Agreement and the [REDACTED] employment.

14. STATE ETHICS LAWS:

The [REDACTED] is expected to become familiar with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of all job duties and responsibilities.

15. CRIMINAL BACKGROUND/FINGERPRINT CHECKS:

Prior to the commencement of the contract term, the [REDACTED] shall authorize and the Hopedale Public Schools shall perform a so-called CORI/SORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, §38R. The [REDACTED] [REDACTED] shall remain subject to such CORI and fingerprint criminal background checks throughout the term of this Agreement as may be required by law or School Committee policy. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint criminal background check,

which in its sole discretion, renders the [REDACTED] unqualified or otherwise unfit for the position of [REDACTED], then this Agreement will become null and void with no further obligations or recourse to the parties.

16. ENTIRE AGREEMENT:

This contract embodies the whole Agreement between the Committee through the Superintendent of Schools and the [REDACTED] and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except by writing signed by the parties.

17. INVALIDITY:

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all.

18. LAW GOVERNING:

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

19. COUNTERPARTS:

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

In witness whereof the parties hereunto signed and sealed this Agreement, this

_____ day of _____, 2016.

[REDACTED] Date

Superintendent of Schools

Date