

**HOPEDALE PUBLIC SCHOOLS**  
**SUPERINTENDENT OF SCHOOLS**

This Agreement is made this 1<sup>st</sup> day of July, 2019, 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 \_\_\_\_\_ (hereinafter referred to as the “Superintendent”).

**WITNESSETH:**

**WHEREAS**, the Committee is authorized pursuant to Massachusetts General Laws Chapter 71, Section 59 to appoint a Superintendent of Schools and under Section 41 to award to said Superintendent a contract which may provide for compensation, fringe benefits and working conditions; and,

**WHEREAS**, the Committee desires to employ the services of \_\_\_\_\_ as its Superintendent; and

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

**WHEREAS**, \_\_\_\_\_ represents that she is qualified and capable of performing the duties and responsibilities of said position; and,

**WHEREAS**, said \_\_\_\_\_ desires to engage in full time employment as the Superintendent of the Hopedale Public Schools and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Committee and the Superintendent agree as follows:

**1. EMPLOYMENT:**

The Committee hereby agrees to employ \_\_\_\_\_ as Superintendent of the Hopedale Public Schools and \_\_\_\_\_ agrees to accept employment as the Superintendent of the Hopedale Public Schools, 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 Superintendent’s appointment

hereunder shall be for the period commencing on July 1, 2019 (hereinafter, the “commencement date”) and ending on June 30, 2022 (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 School Committee determine not to renew it or to otherwise negotiate any new contract with the Superintendent. This Agreement shall automatically expire on June 30, 2022 unless sooner terminated in accordance with the provisions hereof.

**3. DUTIES AND RESPONSIBILITIES:**

The Superintendent shall, during the period of this contract, faithfully and competently perform the duties and responsibilities of Superintendent of Schools as provided in the job description from time to time adopted by the School Committee. The Superintendent shall serve as Executive Officer of the Committee, as provided in M.G.L. Chapter 71, Section 59.

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

Criticisms, complaints and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the Hopedale Public Schools, and to ensure responsiveness to the public and fairness to the Superintendent.

**4. WORK DAY/YEAR:**

The Superintendent shall be employed on a full-time basis during a twelve month work year. It is specifically recognized by the parties that the work year is not limited to times and days when school is in session. The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time beyond the normal work day and she agrees to do same as is required. Such additional time includes, but is not limited to, time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the School Committee, including meetings of Town Boards and Committees. 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 Superintendent shall furnish and maintain, throughout the term of this contract as a condition of continued employment, a valid and appropriate certificate qualifying her to act as Superintendent of Schools 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 Superintendent agrees to advise the Committee immediately in the event that her license is revoked, suspended, or otherwise affected in any way.

**6. COMPENSATION:**

- a. Effective July 1, 2019 and contingent upon the faithful, diligent and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the annual rate of
- b. For each subsequent year this contract is in effect, the Committee and the Superintendent shall meet at least thirty (30) days prior to the anniversary date for purposes of reviewing the Superintendent's performance and negotiating the salary for the subsequent contract year. The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth (30<sup>th</sup>) day of June each calendar year pursuant to the provisions of Paragraph 12 herein.
- 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 Superintendent for all pre-approved expenses reasonably incurred in the performance of her contractual duties to attend official functions outside the Hopedale school district, including professional development programs and seminars, which may include a national conference, not to exceed two thousand dollars (\$2,000) annually.
- b. The Superintendent is encouraged to become a member of the Massachusetts Association of School Superintendents, the American Association of School Administrators, and the Association for Supervision and Curriculum Development. The dues for any such memberships shall be paid for by the Committee and shall be in addition to the expense reimbursement amount set forth at subsection a, above.

**8. BENEFITS AND LEAVE:**

- a. Insurance - As an employee of the district, the Superintendent 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 Superintendent agrees to accept any such changes which are made by the Town of Hopedale.
- b. Sick Leave – The Superintendent shall be allowed up to fifteen (15) annual paid sick days for use during periods of sickness or injury which may be accumulated from contract year to contract year, up to a total of ninety (90) days. The Superintendent agrees that if she is absent due to illness or injury for more than ten (10) school days in any contract year, she will, if requested, provide documentation from her physician certifying the need for the absence and also cooperate in making herself 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. Annual Vacation – On July 1 of each year of this agreement, the Superintendent shall receive twenty-five (25) days annual vacation leave, to be prorated in the event that this agreement and the Superintendent’s employment terminate prior to the end of a contract year. With notice to the Chair of the Committee, the Superintendent may be allowed to carryover up to five (5) days from any one contract year into a subsequent year. The maximum accumulation of vacation days at any one time shall be thirty (30) days. Any additional days remaining at the end of a contract year shall be forfeited and shall have no cash redemption value.
- d. Personal Days – The Superintendent shall be permitted up to three (3) personal days with pay during each contract year to use for personal matters that require the Superintendent 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.
- e. Bereavement Leave – The Superintendent shall be permitted to take up to five (5) calendar days bereavement leave for the death of an immediate family member.
- f. Paid Holidays – The Superintendent shall be entitled to the following paid holidays annually: New Year’s Day, Martin Luther King Day, Presidents’ Day, Patriot’s Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and the Friday after, and Christmas, when those days fall within the work week.
- g. Attendance at M.A.S.S. Events –In the event that the Superintendent chooses to attend meetings, events or conference hosted, organized or sponsored by the MASS, such attendance shall be considered part of the normal performance of her duties under this Agreement and shall not require the use of any days provided to the Superintendent under this section.
- h. Contributory Retirement Plan - The Superintendent shall be a member of the Teacher’s Contributory Retirement System as required by Mass. G.L. Chapter 32, Section 2.

**9. TECHNOLOGY:**

The Committee shall provide the Superintendent with a laptop for district purposes. The laptop is considered property of the district and is subject to the district’s policies applicable to such equipment. Upon termination of this agreement or upon its expiration, all such equipment shall be returned to the Committee.

**10. OTHER ACTIVITIES:**

The Superintendent may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, accepting compensation as she sees fit, as well as attend professional meetings, provided they do not derogate from her duties as Superintendent of Schools and advance notice is provided to the Chair of the Committee.

**11. PERFORMANCE:**

- a. The Superintendent shall fulfill all aspects of this contract. Exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

- b. The Superintendent agrees to abide by the bylaws and code of ethics of the Massachusetts Association of School Superintendents. Any violations or exceptions thereto will be reported by the Committee to the appropriate state and national associations to which the Superintendent belongs as well as to appropriate state educational authorities.

**12. EVALUATION:**

The Committee shall annually review and evaluate the Superintendent's performance in writing not later than June 30<sup>th</sup> 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 Superintendents, the DESE Model contract language and the DESE rubric for superintendents. A copy of the annual evaluation will be included in the Superintendent's personnel file.

Nothing contained herein shall limit the Committee from discussing and/or reviewing the Superintendent's performance at any time during the term of this agreement.

**13. 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 Committee and the Superintendent, or by written resignation of the Superintendent. 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 Superintendent from this contract, provided no resignation shall become effective until the expiration of the notification term set forth above unless the Committee 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.

**14. TERMINATION:**

The Superintendent 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 a superintendent, 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. The decision to discharge the Superintendent and terminate this agreement shall be made by a majority vote of the School Committee. Upon such a vote, the obligations of this Committee under this agreement shall cease excluding only the obligation to participate in the process established in this section. The Superintendent shall have the right to service of a written notice of intent to dismiss, including an explanation of the grounds for such action in sufficient detail to permit her

to respond, and documents relating to the grounds for the proposed dismissal, and shall be entitled to notice of the meeting where such vote will be taken and the opportunity to respond to the notice of intent to dismiss. The Superintendent may be represented by an attorney or other representative during such meeting.

The Superintendent may appeal any dismissal action by the School Committee to final and binding arbitration through the American Arbitration Association by filing a demand for arbitration with the within thirty (30) calendar days of the School Committee's vote. This shall be the Superintendent's 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. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstances may the arbitrator award reinstatement or punitive, consequential, nominal or compensatory damages other than back pay or benefits. The arbitrator shall not have the authority to award attorney's fees or interest.

It is expressly understood by the parties that this agreement contains neither rollover language, nor any notification requirement should the School Committee determine not to renew it or to otherwise negotiate any new agreement with the Superintendent. This agreement shall expire on June 30, 2022, unless sooner terminated in accordance with the provisions hereof.

**15. INDEMNIFICATION:**

The Committee shall indemnify the Superintendent when acting within the scope of her 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 Superintendent 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 Superintendent.

**16. WARRANTY OF CREDENTIALS:**

The Superintendent 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 Superintendent's employment.

**17. STATE ETHICS LAWS:**

The Superintendent is expected to familiarize herself 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 her job duties and responsibilities.

**18. CRIMINAL BACKGROUND/FINGERPRINT CHECKS:**

Prior to employment, the Superintendent shall authorize and the Committee 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 Superintendent 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 Superintendent unqualified or otherwise unfit for the position of Superintendent, then this agreement will become null and void with no further obligations or recourse to the parties.

**19. ENTIRE AGREEMENT:**

This contract embodies the whole agreement between the Committee and the Superintendent 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.

**20. 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.

**21. LAW GOVERNING:**

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

**22. 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 4<sup>th</sup> day of June, 2019.

---

, Superintendent

---

School Committee Chairperson