# EMPLOYMENT CONTRACT BY AND BETWEEN and the HUDSON PUBLIC SCHOOLS

This Employment Contract (herein the "Contract"), is made and entered into this 28th day of July in the year 2014, by and between the Hudson Public Schools (herein the "HPS"), and (herein the "Principal") (collectively the "Parties").

In consideration of the promises contained herein, the Parties mutually agree as follows:

# 1. EMPLOYMENT:

The HPS hereby employs PRINCIPAL within the Public Schools of Hudson, and the PRINCIPAL hereby accepts employment on the following terms and conditions.

# 2. ASSIGNMENT:

At the inception of this Contract, the PRINCIPAL is hereby assigned to the School. The Superintendent of Schools, in his/her sole discretion, may, following consultation with the PRINCIPAL, reassign or transfer the PRINCIPAL to another principal's position within the School District.

#### 3. TERM:

The PRINCIPAL shall be employed for a two-year period commencing August 5, 2014 and ending June 30, 2016. In accordance with M.G.L. c. 71, § 41, in the event of non-renewal the Superintendent shall provide the PRINCIPAL with a notice of non-renewal at least sixty days prior to the termination date of the Contract. Failure to do so will result in automatic renewal of the PRINCIPAL'S Contract for a period of one year.

# 4. COMPENSATION & EVALUATION:

The PRINCIPAL shall be paid an annual salary commencing as of the effective date of this Agreement of \$103,000.00 per year, in installments of 1/26 of the annual salary rate on each payday, or in accordance with the schedule of salary payments in effect for other non-unionized administrators in HPS. Annual salary shall be earned ratably throughout the contract year and will be pro-rated for work of less than a full contract year. For purposes of this Contract, a Contract Year is July 1 to the following June 30.

The Superintendent will review the PRINCIPAL'S salary on or before August 31st of each fiscal Contract Year (excluding the calendar year within which this contract is executed). The Superintendent and the PRINCIPAL may mutually agree to adjust the salary of the PRINCIPAL during the terms of this Contract. Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment and become part of this Contract, but it shall not be deemed that the Superintendent and the PRINCIPAL have entered into a new Contract or that the termination date of the existing Contract has been extended. Compensation for the next Contract Year shall be determined, in part, by the overall performance of the PRINCIPAL from the previous Contract Year.

# 5. BENEFITS:

The PRINCIPAL shall receive benefits provided for in School Committee policy GCBDA. The School Committee may change these benefits from time to time in its sole discretion.

## 6. PROFESSIONAL GROWTH:

The HPS encourages the continuing professional growth of the PRINCIPAL through his/her participation in:

- A. The seminars, programs, and other activities conducted or sponsored by local, state, and national school administrator associations; and
- B. Seminars and courses offered by public or private educational institutions.

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The Superintendent shall permit a reasonable amount of release time for the PRINCIPAL, as the Superintendent deems appropriate, to attend such continuing professional growth activities and pay for the necessary fees for travel and subsistence expenses, in accordance with School Committee policy and approved budget. The PRINCIPAL will receive a fifty percent (50%) subsidy for the cost of courses in advanced training approved by the Superintendent, in the Superintendent's discretion. Such subsidy shall not exceed fifty percent (50%) of the cost of a University of Massachusetts graduate level course.

The HPS shall pay 100% of the PRINCIPAL'S membership to the professional groups which the Superintendent, in the Superintendent's discretion, determines are necessary to maintain and improve the PRINCIPAL'S professional skills as approved by the Superintendent to the extent that funds for such purposes are in the annual budget approved by the School Committee.

#### 7. DUTIES AND RESPONSIBILITIES:

The PRINCIPAL shall be the educational leader and manager of his/her school and shall supervise the operation and management of his/her school and school property, subject to the supervision and direction of the Superintendent. The PRINCIPAL shall be responsible, consistent with the School Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned full-time to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to any applicable provisions of M.G.L. c. 71 and any other applicable laws. The Superintendent shall have final authority as to the assignments and transfers of the personnel in the school to which the PRINCIPAL is assigned and from school to school, after consultation with the PRINCIPAL.

The PRINCIPAL shall devote his/her full time and attention to and faithfully and effectively perform all of the duties contained in the job description of PRINCIPAL. The Superintendent may modify the job description of the PRINCIPAL from time to time, at the Superintendent's sole discretion. The PRINCIPAL recognizes that his/her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his/her position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Hudson Public Schools.

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#### 8. LICENSE/CERTIFICATE:

The PRINCIPAL shall maintain throughout the course of his/her employment as PRINCIPAL with the Hudson Public Schools a valid and appropriate license/certificate qualifying him/her to serve as a public school principal in the Commonwealth of Massachusetts and shall provide the Superintendent with a copy of such license/certificate.

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# 9. EARLY TERMINATION:

# a. By PRINCIPAL

In the event the PRINCIPAL desires to terminate this Contract before the term of service shall have expired, the PRINCIPAL may do so by providing at least ninety (90) days written notice of his/her intent to the Superintendent.

# b. By Superintendent

The Superintendent may, in his/her sole discretion, discharge, demote, or suspend the PRINCIPAL in accordance with M.G.L. c. 71, § 41 and will provide notice as required by M.G.L., c. 71 before dismissing or demoting the PRINCIPAL. In the event of termination pursuant to this paragraph, the HPS will pay the PRINCIPAL two (2) month's salary. The PRINCIPAL may request to use his/her accrued vacation days prior to his/her separation from employment and/or the HPS may schedule the PRINCIPAL for vacation days prior to his/her final day of employment.

# 10. REDUCTION IN FORCE:

The PRINCIPAL may be subject to layoff or demotion in the event of the closing of a school, reorganization, reduction in force, or lack of funds. In the event that the PRINCIPAL is laid off, this Contract shall terminate and the HPS shall not be required to pay, and the PRINCIPAL shall not be entitled to receive salary payments and benefits payable after the effective date of the PRINCIPAL'S layoff. In the event that the PRINCIPAL is demoted, this Contract shall terminate and the HPS shall not be required to pay, and the PRINCIPAL shall not be entitled to receive salary payments and benefits payable pursuant to this Contract after the effective date of the PRINCIPAL'S demotion, and the demoted PRINCIPAL shall receive the compensation and benefits of the position to which he/she has been demoted.

# 11. DISABILITY:

The Public Schools may terminate this contact by written notice to the PRINCIPAL at any time after the PRINCIPAL had exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of 90 days. All obligations of the Public Schools shall cease upon such termination.

# 12. ENTIRE AGREEMENT:

This Contract embodies the whole agreement between the HPS and the PRINCIPAL and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The Contract may not be changed, except in writing, by the party against whom enforcement thereof is sought.

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# 13. SEVERABILITY:

It is understood and agreed by the Parties that if any part, term or provision of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

# 14. GOVERNING LAW:

This Contract shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

# 15. DUPLICATE ORIGINALS:

This Contract 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 have hereunto signed and sealed this EMPLOYMENT CONTRACT and a duplicate thereof this 28th day of July in the year 2014.

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