

EMPLOYMENT AGREEMENT  
BETWEEN  
THE HULL SCHOOL COMMITTEE  
AND  
THE SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT is entered into by and between the Hull School Committee, Hull, Massachusetts (hereinafter referred to as "the Committee"), and [REDACTED] of [REDACTED] Massachusetts (hereinafter referred to as "the Superintendent") shall remain in full force and effect until terminated as provided in Article 2 herein.

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

- I. APPOINTMENT. The Committee hereby employs the Superintendent as Superintendent of the Hull, Massachusetts Public Schools, and the Superintendent hereby accepts employment on the following terms and conditions.
2. TERM. This Agreement shall cover the Superintendent's employment for the period commencing July 1, 2021. This Agreement may be terminated as provided herein, by written agreement between the Committee and the Superintendent or by written resignation of the Superintendent. In the event the Superintendent terminates this Agreement by written resignation, the Superintendent shall provide written notice at least one hundred twenty (120) calendar days prior to the effective date of such resignation.

In the event the Committee determines not to renew the Superintendent's employment following the term of this Agreement, it shall provide written notice to the Superintendent, indicating such non-renewal, no later than January 1, 2024. The intent of this provision is to provide the Superintendent with at least six (6) months' notice of any intent not to renew this Agreement. It is expressly understood and agreed that a non-renewal of the Superintendent by the Committee upon the expiration of this agreement, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of this Agreement or any applicable law, and that the requirements thereof shall not be applicable in such circumstances.

3. CERTIFICATION. The Superintendent acknowledges that she is certified for the position and shall furnish and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying her to act as Superintendent as required by Massachusetts General Laws, Chapter 71, Section 38G.
4. PERFORMANCE OF DUTIES. The Superintendent shall perform faithfully, to the best of her ability, the duties of the Superintendent of Schools, including but not limited to the services, duties, and obligations required by this Agreement, the

laws and regulations of this Commonwealth, the Rules, Regulations, and Policies of the Committee, the agreed upon goals negotiated yearly between the Superintendent and Committee and such duties and functions as the Committee shall from time to time assign and or are normally within the range of duties and responsibilities performed by a person holding the position of Superintendent. In so doing, the Superintendent shall devote her full-time skill, labor, and employment during the term of this Agreement and to remain in the exclusive employ of the Committee during the term(s) hereof. The Superintendent may upon prior notice to and approval by the Chair or Vice Chair, and on a part-time or short-term basis, serve as a consultant to other districts, institutions, or educational agencies, teach, lecture, engage in writing activities, speaking engagements, and other professional activities, but only as long as the same do not derogate from her responsibilities as Superintendent, or interfere with same, do not violate any law, including any of the provisions of M.G.L. Chapter 268A or give the appearance of a conflict of interest. Activities, which require the Superintendent to be absent from the District for more than one full working day must have prior review and approval of the Committee.

5. GOALS AND EVALUATION. The Committee shall evaluate the performance of the Superintendent in accordance with the regulations of the Department of Elementary and Secondary Education as set forth in 603 CMR 35.05. The Committee and the Superintendent shall utilize the "Model Evaluation Process for Superintendents" with such adjustments as are mutually agreed upon and approved by the Department. A timeline for the elements of the annual evaluation will be mutually agreed upon by the parties each year. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments.

The final written evaluation prepared by the Committee shall be signed by the Superintendent and placed in her personnel file. Such signature shall necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her personnel file.

6. SALARY. All salary and fringe benefits provided in this Agreement and obligations of the parties are subject to annual appropriation by the town meeting. The Committee agrees to request and support as part of the budget process funds sufficient to meet the obligations under this Agreement.

Subject to the terms and conditions of this Agreement, and while engaged in and performing the duties of Superintendent, the Committee agrees to pay the Superintendent for her services rendered pursuant hereto an annual salary in the first year of this contract the sum of One Hundred Seventy Eight Thousand, Six Hundred and Forty (\$178,640) Dollars and payable in installments at the same time and in the same manner as other employees of the Committee are paid. In each subsequent year,

beginning as of July 1, 2022, the compensation may be adjusted based upon the results of the yearly evaluation. Any increase in annual salary made during the life of this Agreement shall be in the form of a written amendment and shall be a part of this Agreement.

The Superintendent recognizes and agrees that she will not be entitled to any salary increases or changes in benefits otherwise accorded to other School Department employees unless the Committee agrees to same in this Agreement or by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of any personnel policies of the School Department, Town of Hull or votes of Town Meeting, except where otherwise specifically provided.

7. MEMBERSHIP FEES. The Committee shall provide for payment of membership in the Massachusetts Association of School Superintendents, and any other professional association in which the Superintendent and the Committee mutually agree is necessary for maintenance and improvement of her professional skills.
8. CONFERENCES. Upon receipt of written vouchers, the Committee shall reimburse the Superintendent for the cost of transportation and attendance at one national educational conference and two state educational conferences, the total reimbursement for which shall not exceed \$2,500.00 in any fiscal year.

The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. In addition to the amount set forth above, the Committee shall pay for the Superintendent's participation in a New Superintendent Induction Program.

9. HEALTH INSURANCE. The Superintendent shall be eligible to participate in the same health and other insurance benefits provided to other school department administrative personnel, subject to the same terms and conditions of said coverage and at the same rate as provided for said employees.
10. SICK LEAVE. The Superintendent shall be credited with all days of sick leave already accrued as an employee of the Hull School District. Thereafter, each fiscal year, the Superintendent will receive fifteen (15) sick days. Said sick leave shall be taken upon notice to the Chair or Vice Chair when the Superintendent is unable to perform her duties due to illness or medical needs. The Chair or Vice Chair may verify the sick leave use. Any unused days in any fiscal year shall be cumulative year to year under this Agreement and any extension of this Agreement up to a maximum of one hundred (100) days. If the Superintendent remains with the Hull School District for less than five years from her original start date as Superintendent, she shall have no right to redeem unused sick days upon termination or expiration of the Agreement and/or retirement. If the Superintendent remains with the Hull School District for five or more years after her appointment as Superintendent, she shall have the right to redeem up to eighty (80) unused sick days at fifty (50%) percent of their value upon termination or expiration of the Agreement and/or retirement, so long as her employment is not

terminated for cause. If this Agreement is terminated by mutual convenience, or the Superintendent resigns, before the end of the fiscal year, for the purpose of redemption, sick days will accrue at a rate of 1.25 days per month.

11. VACATION DAYS. Beginning as of July 1, 2021, the Superintendent shall be entitled to twenty-five (25) workdays of vacation exclusive of district and legal holidays. Vacation days may be taken at any time during the fiscal year, with the permission of the School Committee through the Chair, which permission shall not be unreasonably withheld, but normally should be taken whenever possible during periods when school is not in session. Up to five (5) vacation days may be carried over into the next year with the approval of the School Committee and must be used within ninety (90) days of the end of the fiscal year or they will lapse. No more than ten (10) consecutive working days may be scheduled without the prior approval of the School Committee. At the end of each fiscal year, the Superintendent may be reimbursed at her per diem rate for up to ten (10) unused vacation days. If this Agreement is terminated, or the Superintendent resigns, before the end of the fiscal year, for the purpose of reimbursement, vacation days will accrue at a rate of 2.08 days per month.

12. PERSONAL LEAVE. In recognition of the nature of the position, the Superintendent may take reasonable personal leave time, not to exceed a total of three (3) workdays so long as it does not adversely affect the operation of the School District or Superintendent's position. The Superintendent may take reasonable compensatory leave. Additionally, she may take bereavement leave made available to any other Hull School Administrator.

13. FAMILY AND MEDICAL LEAVE. The Superintendent may at her option elect to use all accrued sick days, vacation days and personal leave days allowed by the Family and Medical Leave Act of 1993 with approval of such leave.

14. HOURS OF WORK. The Superintendent shall work at a minimum of such hours as other administrative personnel of the School System work, and shall in addition thereto, except as otherwise authorized, devote as a minimum, such time and effort as is necessary to properly perform 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 Superintendent may have to expend additional time beyond the normal work day, and the Superintendent agrees to do same as is required.

Such additional time includes but is not limited to time required to represent the Committee, School System, and Town at various meetings with the Board and other Town boards, commissions, departments, and Town Meetings, and time necessitated by emergency situations. 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 over time or additional compensation for said additional time.

15. RETIREMENT SYSTEM. It is recognized and understood that the Committee and the district have no control or involvement in the policies and operations of the Massachusetts Teachers Retirement System. The Superintendent may become a member of said system under the applicable requirements, terms and conditions of the system.

16. TERMINATION AND SEVERANCE PAY.

A. Termination for Cause

1. Where cause exists, the Committee may discharge the Superintendent upon a majority vote of the entire Committee, thereby terminating this Agreement prior to the expiration date stated above, provided the Superintendent has been informed in writing of the basis for her proposed discharge and has been given an opportunity for a meeting before the Committee prior to official action being taken. Said meeting shall be convened in executive session and the Superintendent may be represented by counsel at such executive session who shall be entitled to participate on behalf of the Superintendent. Any meeting shall be open to the public if the Superintendent so requests. The Committee shall provide ten (10) business days written notice of said meeting along with the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.
2. The Superintendent may appeal her dismissal for cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the School Committee's vote to dismiss the Superintendent. The arbitration will be conducted under the Labor Arbitration Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to reasonable and appropriate contract damages and shall not include the authority to reinstate the Superintendent to any position.
3. As used herein, termination "for cause" shall mean termination for any grounds put forth by the Committee that are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of the school system.

B. Termination by Mutual Convenience

By mutual agreement, the Committee and the Superintendent may agree for mutual convenience to terminate this Agreement. In such event, the Superintendent shall be paid three (3) months of compensation as severance pay. The parties may agree to other terms and conditions for termination of mutual convenience in lieu of said three (3) months' severance pay. Any termination for cause deemed following appeal to an arbitrator and found to have been made not for a reason permitted under the Termination for Cause provisions shall be deemed to have been a Termination for Mutual

Convenience and subject to said three (3) months' severance pay or the amount awarded by the arbitrator, whichever is the lesser.

C. Other Issues Affecting Employment

1. The acceptance by the Superintendent of the severance pay and/or benefits provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Superintendent may have against the Committee, its officers, agents, officials or employees, and shall constitute compensation of the Superintendent. At the option of the Committee, the Superintendent's entitlement to the severance and/or benefits shall be subject to the Superintendent executing such releases and other forms as are requested and approved by the Committee.
2. Nothing contained herein shall prevent the Committee, upon a majority vote of the members present of the Committee, from placing the Superintendent on administrative leave with full benefits and pay and without prejudice. Said administrative leave may be (but is not limited to) during a period which suspension and or termination proceedings are being initiated and/or held.

17. RESIGNATION. In the event the Superintendent desires to terminate this Agreement before the term of service shall have expired, she may do so by giving at least one hundred twenty (120) days' notice of her intention to the Committee. So long as the one hundred twenty (120) day notice is adhered to or upon mutual agreement between the Superintendent and the Committee, there shall be no penalty for release or resignation by the Superintendent from this Agreement. This requirement for notice may be waived by the Committee. If notice is less than that called herein, liquidated damages to the Committee shall be due, equaling one year's vacation value, unless waived by the Committee.

18. INDEMNIFICATION. The Committee hereby indemnifies and holds the Superintendent harmless, from any and all demands, claims, actions, suits, and legal proceedings, including attorney's fees, if any, brought against the Superintendent in her individual capacity, or her official capacity as an agent or employee of the Committee, provided the incident, event, or facts giving rise to the legal action occurred while the Superintendent was acting within the scope of her employment and was acting neither maliciously, nor with gross negligence, subject also to the limitations of Massachusetts General Laws Chapter 258. Notwithstanding any other language or provision in this Agreement or elsewhere, this indemnification shall not be effective or binding on the Town of Hull or the Committee unless the Superintendent provides reasonable cooperation to the Town of Hull or the Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, event or facts occurring during her employment or services as Superintendent. This indemnification provision shall

survive expiration of this Agreement or the cessation of the employment relationship by any means or cause.

19. COMMITTEE PROTECTION. The Superintendent and the Committee agree that the several individual members of the Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against an individual member of the Committee in his/her personal capacity for any alleged violations of this Agreement.
20. ENTIRE AGREEMENT. This Agreement 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 Agreement may not be changed except by written agreement executed by both parties.
21. SEVERABILITY. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, or by an arbitrator as provided in Paragraph 15 above, it shall not affect the remainder of this Agreement, but said remainder shall be binding and effective upon all parties.
22. GOVERNING LAWS. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF** the parties have hereunto signed and sealed this Agreement, in one or more counterparts, as of the day and year first written above.

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Superintendent of Schools

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School Committee Chair

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Date

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Date