

**SUPERINTENDENT OF SCHOOLS
CONTRACT FOR EMPLOYMENT**

THIS AGREEMENT, made and entered into on this 1st day of March, 2013, by and between the **HOPKINTON SCHOOL COMMITTEE** (hereinafter, the “Committee”), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and **CATHY MACLEOD** (hereinafter, the “Superintendent” or “Ms. MacLeod”) of Millis, Norfolk County, Massachusetts.

WITNESSETH:

WHEREAS, the Committee is authorized pursuant to Mass. G.L. c. 71, Section 41 to award a contract to a superintendent of schools; and

WHEREAS, the Committee desires to employ the services of Cathy MacLeod as their Superintendent; and

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

WHEREAS, Ms. MacLeod represents that she is qualified and capable of performing the duties and responsibilities of said position; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Committee and Ms. MacLeod agree as follows:

SECTION 1: TERM OF EMPLOYMENT/APPOINTMENT

Notwithstanding the provisions of any other written or verbal agreements or understandings, the contemplated term of this Agreement and the Superintendent’s appointment hereunder shall be for a three (3) year period commencing July 1, 2013 through June 30, 2016, unless sooner terminated in accordance with the provisions hereof.

This Agreement shall automatically terminate on June 30, 2016. It is expressly understood by the Parties that this Agreement contains no roll-over or other language to automatically extend its terms. However, the Committee agrees to notify the Superintendent no later than June 30, 2015 of its intention to enter into negotiations for a successor agreement. Failure by the Committee to provide such notification shall not operate as an extension or renewal of this Agreement.

SECTION 2: DUTIES AND AUTHORITY

A. Duties.

The Superintendent shall perform faithfully to the best of her ability and shall devote all her professional efforts and substantially all her working time and attention to serving as the superintendent of the schools of the Hopkinton School District. In that capacity, the Superintendent shall, to the best of her ability and in a professionally responsible manner, operate and manage the schools in the Hopkinton School District and supervise and direct all employees of the Hopkinton School District. The Superintendent shall perform all of her duties strictly in accordance with all lawful school policies set by the Committee and with the provisions of all applicable laws and regulations.

B. Administration and Supervision Of School District.

As provided in M.G.L. Chapter 71, Section 59 and as otherwise provided by law (and so long as not inconsistent with the role of the School Committee as set forth in M.G.L. Chapter 71, Section 37 and elsewhere), the Superintendent shall manage the school system in accordance with all state and federal laws and regulations, all lawful policy determinations of the School Committee and any contractual obligations of the Hopkinton School District. To the extent not inconsistent with the above, the Superintendent shall organize, reorganize and arrange the

administrative and supervisory and teaching staff of the schools, administer curriculum and instruction and the business affairs of the schools, assume responsibility for selection, placement and transfer of personnel, assume responsibility for all matters relating to the supervision and oversight of staff, including but not limited to evaluation, hiring, discipline, discharge, and assignment of personnel, and conduct all hearings or meetings relevant thereto. The Committee, individually and collectively, shall promptly refer to the Superintendent for her study and recommendation, all criticisms, complaints, and suggestions brought to their attention. The Superintendent shall investigate and consider the same and report thereon to the Committee as soon as practicable thereafter.

SECTION 3: COMPENSATION

A. Salary.

The Superintendent shall be paid an annual salary of One Hundred Seventy Thousand Dollars (\$170,000.00), commencing as of the effective date of this Agreement, payable in periodic installments on the same basis as other professional personnel in the Hopkinton School District, subject to such deductions for income taxes, social security (FICA), teachers' retirement and other deductions, as are authorized by the parties or required by law.

B. Salary Increases.

The Committee shall review the Superintendent's salary annually in conjunction with a performance evaluation at the end of each Contract Year, and the Committee may, in its sole discretion, increase the Superintendent's salary for the following Contract Year. The Superintendent's salary shall in no event be reduced at any time during the term of this Agreement. For purposes of this Agreement, the term "Contract Year" refers to July 1 through June 30 of each year of this Agreement.

C. Transition Visits.

It is foreseeable that, the Superintendent may be on-site in the District prior to her first day of permanent employment (hereinafter referred to as "Transition Visits"). It is agreed that such Transition Visits are voluntary and at the discretion of the Superintendent. As such, the Superintendent specifically agrees that she is not entitled to any remuneration, including but not limited to per diem payment or compensatory time, for such Transition Visits.

D. Per Diem Rate.

The Superintendent's per diem rate of pay is calculated at 1/260th of the salary set forth in Section 3(A), above.

SECTION 4: EVALUATION

The Committee shall evaluate the performance of the Superintendent annually using the Massachusetts Model System for Evaluation, including but not limited to: The DESE Model Rubric for Superintendents (attached hereto as Exhibit A) and the Implementation Guide for Superintendent Evaluation (attached hereto as Exhibit B).

SECTION 5: WORK YEAR AND AUTHORIZED LEAVES

A. Work Year.

The Superintendent shall be employed on a full-time basis during a twelve-month work year, beginning July of each year of this Agreement. The Superintendent recognizes that the nature of her employment and the level of responsibility is such that her obligations hereunder are not determined by a prescribed number of hours and that she may be required to work at times other than normal work days, including weekends, when necessary to effectively perform her job duties and responsibilities.

B. Holidays.

The Superintendent shall be entitled to a day off with pay on the following legal holidays: New Year's Day; Dr. Martin Luther King, Jr.'s Birthday; Presidents' Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the Day after Thanksgiving, and Christmas Day.

C. Vacation.

On July 1 of each year of this Agreement, the Superintendent shall be granted twenty-five (25) vacation days for use during that contract year, being July 1 to June 30. A maximum of ten (10) vacation days granted for a particular contract year may be carried over and used during the following contract year. In the event that this Contract is terminated prior to the conclusion of a Contract year, vacation days shall be pro-rated based upon that part of the year actually worked.

D. Sick Days.

On July 1 of each year of this Agreement, the Superintendent shall be granted twenty (20) sick days for use during periods of her own sickness or injury. Unused sick days may accumulate from year to year without limit. However, all unused sick time remaining as of the time of contract termination or separation from employment shall be forfeited and is not subject to buy back under any circumstances.

E. Personal and Bereavement Leave.

(i) The Superintendent shall be allowed up to three (3) days of personal leave per contract year in order to attend to personal business that cannot otherwise be scheduled during non-work hours. These days shall not accumulate from year to year and shall have no cash redemption value if unused. In the event that this Contract is terminated prior to the

conclusion of a contract year, personal days shall be pro-rated based upon that part of the year actually worked.

(ii) The Superintendent shall be allowed bereavement leave of up to five (5) days in the event of the death of a member of her immediate family.

(iii) Because the Superintendent's workday is flexible and frequently extends beyond normal work hours, reasonable time off during the workday for personal reasons or emergencies will be allowed without loss of pay or deduction from personal, sick or vacation leave.

SECTION 6: INSURANCE

A. Health, Dental, and Disability Insurance.

The Superintendent shall be eligible for group health, dental and disability insurance benefits to the same extent as other employees of the Town of Hopkinton in accordance with and subject to the provisions of Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage. The Superintendent shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the Town.

B. Life Insurance.

The Superintendent shall be eligible for life insurance benefits to the same extent as other employees of the Town of Hopkinton in accordance with and subject to the provisions of Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage.

SECTION 7: RETIREMENT SYSTEM

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by Massachusetts General Laws Chapter 32.

SECTION 8: REIMBURSEMENT FOR EXPENSES

A. Expenses Associated With Duties.

The Committee shall reimburse the Superintendent for all expenses, to the extent of the available appropriation therefore, which are reasonably incurred in the performance of her duties under this Agreement. Such expenses shall include, without limitation, reasonable travel, food, lodging and registration expenses to attend one national conference, the Massachusetts Association of School Superintendents summer conference and such other appropriate local and state meetings and conferences, seminars and workshops, as approved in advance by the School Committee.

B. Mileage Reimbursement.

The Committee will reimburse the Superintendent at the IRS mileage rate for business miles travelled, both in and out of district.

C. Technology.

The Committee shall provide the Superintendent with an iPad 3 – 16GB, case and keyboard, for a total cost not to exceed \$800.00. The Committee shall provide the Superintendent with a cell phone and service for the term of this Agreement. The iPad (with the above-referenced accessories) and cell phone are considered property of the District and are provided to the Superintendent for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its

expiration, the iPad (with the above-referenced accessories) and cell phone equipment shall be returned to the Committee.

SECTION 9: M.A.S.S. MEMBERSHIP, MENTORING OPPORTUNITY, AND PROFESSIONAL DEVELOPMENT

In each year of this Agreement, the Committee will pay up to a total of \$5000.00 towards the cost of membership in the Massachusetts Association of School Superintendents, the New Superintendent Induction program and professional development activities as follows:

1. July 1, 2013-June 30, 2014:
 - a. M.A.S.S. Membership Dues - \$2,000.00;
 - b. M.A.S.S. New Superintendents Induction Program - \$3,000.00.
2. July 1, 2014-June 30, 2015:
 - a. M.A.S.S. Membership Dues - \$2,000.00;
 - b. M.A.S.S. New Superintendents Induction Program - \$1,500.00;
 - c. Pre-approved Professional Development Activities - \$1,500.00.
3. July 1, 2015-June 30, 2016
 - a. M.A.S.S. Membership Dues - \$2,000.00;
 - b. M.A.S.S. New Superintendents Induction Program - \$1,500.00;
 - c. Pre-approved Professional Development Activities - \$1,500.00.

In order to use available monies, as referenced above, for Professional Development Activities, the Superintendent must receive the approval of the Committee in advance of engaging in the planned activity.

The M.A.S.S. New Superintendents Induction program is a resource that both the School Committee and the Superintendent believe will be a benefit to the District. Participation the program will strengthen leadership skills and build collegial relationships with other area

Superintendents. Participation in and successful completion of the M.A.S.S. New Superintendents Induction Program is an agreed upon goal . However, such participation shall not interfere with the Superintendent's performance of her duties as Superintendent.

SECTION 10: PROFESSIONAL ACTIVITIES

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit; provided they do not derogate from her duties as Superintendent or impose a financial burden upon the Hopkinton School District. The Superintendent will provide advance notice to the Chair of the Committee of all such activities.

SECTION 11: CERTIFICATION

The Superintendent shall provide proof prior to the effective date of this Agreement that she possesses a valid and appropriate certificate from the Commonwealth of Massachusetts qualifying her to serve as a Superintendent of Schools in Massachusetts, as required by Mass. G.L. c. 71, Section 38G. The Superintendent shall maintain such certificate throughout the term of this Agreement, and agrees to advise the Committee immediately in the event that her certificate is revoked, suspended, or otherwise affected in any way.

SECTION 12: 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 Contract and in connection with the performance of her job duties and responsibilities.

SECTION 13: CORI CHECK

The Superintendent shall remain subject to a so-called CORI check with the Massachusetts Criminal History Systems Board consistent with District policy and applicable

state law, and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, §38R. 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 contract shall become null and void with no further obligations or recourse to the Parties.

SECTION 14: 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.

SECTION 15: INDEMNIFICATION

The Committee agrees to indemnify the Superintendent when she is acting within the scope of her official duties to the extent permitted and subject to the provisions of Massachusetts General Laws Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or the Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to the terms of this Agreement.

SECTION 16: TERMINATION OF CONTRACT BY THE SUPERINTENDENT

This Contract may be terminated by the Superintendent provided she gives written notice to the Committee no later than January 15th of any contract year and the termination date

corresponds with the end of the academic year in which notice is provided, unless otherwise agreed to by the Committee.

SECTION 17: TERMINATION OF CONTRACT BY COMMITTEE

A. Where good cause exists, the Committee may, pursuant to its authority under M.G.L. Chapter 71, Section 37, discharge the Superintendent upon a vote of a majority of the entire School Committee, thereby terminating this Agreement prior to the end of the term of this Agreement; provided that (i) the Superintendent has been given an opportunity for a hearing before the Committee prior to official action being taken; (ii) the Committee has given the Superintendent at least ten (10) days written notice of any such hearing, which notice includes a statement of charges in sufficient detail to place the Superintendent on notice of the basis for the intended action and copies of any relevant documents then in the Committee's possession on which the Committee intends to rely for such action; (iii) the Superintendent has been given an opportunity to have the hearing at an Executive Session of the Committee; and (iv) the Superintendent has been given the opportunity to be represented at such hearing by counsel who is entitled to participate in the hearing on behalf of the Superintendent. Good cause for termination shall be deemed to include, without limitation, the following: The Superintendent

- (i) materially breaches any provision of this Agreement, provided that the Committee has given her at least 30 days notice and an opportunity to cure any such breach;
- (ii) continually, repeatedly or habitually neglects her duties as superintendent of the Hopkinton School District for any reason whatsoever, except in cases where it is due to a reasonable accommodation not being extended;
- (iii) takes any work related action, or any action in a public setting, that she knows, or reasonably should know, is or will adversely affect her professional reputation in that she would be held out to humiliation, ridicule or contempt in the community at large and her ability to lead the system would be permanently and adversely affected;

- (iv) commits a felony or a misdemeanor involving fraud, embezzlement or moral turpitude;
- (v) is, at any time, substantially dependent on alcohol, narcotic drugs, or any other controlled or illegal substance;
- (vi) no longer holds her certification to act as a superintendent of a school district in the Commonwealth of Massachusetts; or
- (vii) achieves a rating of unsatisfactory on any indicator, standard or overall on her End of Cycle Summative Evaluation Report.

The Superintendent may appeal any dismissal action by the School Committee to final and binding arbitration under Section 18 of this Agreement.

B. Without limiting the generality of the foregoing, the Committee shall be entitled to terminate this Agreement effective immediately upon notice to the Superintendent, if the Superintendent is unable to fulfill her obligations hereunder for a period of 180 days in any period of twelve consecutive calendar months, due to mental or physical disability that cannot be reasonably accommodated, or otherwise.

C. This Agreement shall terminate effective immediately upon the death of the Superintendent.

SECTION 18: ARBITRATION

Any claim arising out of or relating to an interpretation of any term or condition of this Agreement or the alleged breach of this Agreement shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association in accordance with such rules. The decision by an arbitrator selected pursuant to such rules shall be final and binding on the parties hereto and may be entered in any court, tribunal, or commission otherwise having jurisdiction

thereof, for enforcement pursuant to the provisions of M.G.L. Chapter 150C. Each party shall pay its own attorneys fees with respect to the arbitration, and shall bear the costs of the arbitration as provided in the rules of the American Arbitration Association. The arbitrator shall in no event have the authority to order or require the reinstatement of the Superintendent to her position following termination by the Committee. The arbitrator shall not have the authority to award attorney's fees or interest.

SECTION 19: MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.

SECTION 20: LAW GOVERNING

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

SECTION 21: SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

SECTION 22: 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 a writing signed by the party against whom enforcement thereof is sought. No waiver on any occasion of any breach or violation of any term of this Agreement shall constitute a waiver of any such breach or violation on any subsequent occasion.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Agreement and a duplicate thereof on this 1st day of March, 2013.

HOPKINTON SCHOOL COMMITTEE

By: Nancy Alvarez Burdick
Nancy Alvarez Burdick,
Its Chair

Cathy MacLeod
CATHY MACLEOD