



PATRICIA C. RUANE Ed.D.
SUPERINTENDENT OF SCHOOLS



JUNIOR-SENIOR HIGH SCHOOL BUILDING
25 ADIN STREET

HOPEDALE MASS -
01747

TEL.(508) 634-2220
FAX (508) 478-1471

**CONTRACT BETWEEN
THE HOPEDALE SCHOOL COMMITTEE
AND THE SUPERINTENDENT OF SCHOOLS**

This Agreement made effective July 1, 2007 by and between the Hopedale School Committee, hereinafter referred to as the "Committee," and Patricia Ruane, hereinafter referred to as the "Superintendent."

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

- 1. EMPLOYMENT:** *The Committee hereby employs Patricia Ruane as Superintendent of the Hopedale Massachusetts Public Schools, and Patricia Ruane hereby accepts employment on the following terms and conditions:*
- 2. TERMS:** *This Agreement shall commence July 1, 2007 and terminate on June 30, 2010. 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.*

The Superintendent shall, between January 1, 2009 and March 31, 2009, inform the Committee, in writing, of a June 30, 2009 deadline for them to vote to non-renew her Contract. In no event shall a non-renewal of the Superintendent's Contract, as above referenced, be considered a termination pursuant to the provisions of paragraph 10 of this Agreement.

If the Committee fails to give notice to the Superintendent by June 30, 2009 as provided herein, then this Agreement shall continue in full force and effect for a period of twelve (12) months from the actual date that such notice is given by the Committee, and the Agreement shall then expire.

- 3. DUTIES:** *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 and all other laws and regulations of the Commonwealth.

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 time 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. CERTIFICATION: *The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person 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.*
5. COMPENSATION:
 - a. Salary: *Effective July 1, 2007, the Superintendent shall receive a salary of One Hundred Thirty-one Thousand Nine Hundred Dollars (\$131,900). Effective July 1, 2008, the Superintendent shall receive a salary increase of 3-7% dependent on performance review. To this amount, the School Committee will convert the cash value of the annuity (\$2,000) and Insurance Benefits (\$2,500) and add the dollars to the total. Effective June, 2009, this amount will be part of the Superintendent's base salary. The Superintendent's salary for the period from July 1, 2009 to June 30, 2010 shall increase between 3-7% over the base, as determined by performance.*
 - b. Annuity: *In addition to the salary specified in subparagraph a. above, the Superintendent shall receive a payment of Two Thousand Dollars (\$2,000) for the time period July 1, 2007 through June 30, 2008, pursuant to M.G.L. Chapter 71, Section 37B and Section 403(G) of the Internal Revenue Code which shall be contributed directly to a tax-sheltered annuity specified by the Superintendent.*
6. REIMBURSEMENT OF EXPENSES: *The Committee shall reimburse the Superintendent for all 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. The Superintendent will have a budget not to exceed \$4,000 annually for the above-mentioned activities.*

The Superintendent is encouraged to become a member of the Massachusetts Association of School Superintendents, 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 in an amount not to exceed a total of \$1,000 annually.

7. PERSONAL LEAVE:

- a. Vacation Days: *The Superintendent shall receive twenty-five (25) working days annual vacation. No more than five (5) days may be carried forward from one contract year into a subsequent year, not to exceed a maximum of thirty (30) total days. In return for good and sufficient consideration the sufficiency of which is hereby acknowledged, the Superintendent will be paid for unused vacation upon the conclusion of her employment up to a maximum of fifteen (15) days. The per diem calculation will be based on the average of the last three years base salary with a base year of two hundred and sixty (260) days.*
 - b. 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. The Superintendent may utilize her personal days for the purpose of consulting to any other school district or making a presentation before any of the professional associations listed in paragraph 6 of this Agreement. Personal days cannot be carried forward from one contract year into a subsequent year.*
 - c. Bereavement Leave: *The Superintendent shall be permitted to take up to five (5) day's bereavement leave for the death of an immediate family member as defined in Mass G.L. Chapter 268A.*
 - d. Sick Leave: *The Superintendent shall earn sick leave at the rate of fifteen (15) days per year. The Superintendent may accumulate up to seventy-five (75) days of sick leave. The Committee may, if there is reasonable cause to believe there is an abuse of the sick leave policy, require an examination of the Superintendent by a physician selected by the Committee, which examination shall be at the expense of the Committee.*
 - e. Combination of Sick Leave and Personal Days: *In the case of an emergency, the Superintendent may combine unused personal days and unused sick leave.*
8. FRINGE BENEFITS: *The Superintendent shall, in addition to salary and any other benefits expressly provided hereunder, receive all of the fringe benefits including health insurance available to the members of the teaching and administrative staffs. For the time period July 1, 2007 through June 30, 2008, Disability and Life insurance will be granted in an amount not to exceed total premium costs of \$2,500 annually to the Superintendent.*
9. EVALUATION: *The Committee shall review and evaluate the Superintendent's performance at least once annually not later than April 30th in each year. The evaluation shall be based upon performance criteria mutually agreed upon by the Superintendent and the Committee and shall be reduced to writing in a form mutually agreed to by the parties from time to time. The Superintendent shall be provided with a copy of the written*

evaluation, signed by the person duly authorized on behalf of the School Committee. The evaluation shall not be considered final until after the Committee has reviewed the document with the Superintendent, considered input from the Superintendent, and revised the evaluation, if warranted. In any case, the Superintendent shall be entitled to append her written comments or reflections concerning the evaluation to the document prior to its insertion in her personnel file.

- 10. TERMINATION OF EMPLOYMENT: The Superintendent shall not be terminated before the end of this Agreement unless 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, 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. Where good cause exists, the Committee may discharge the Superintendent, thereby terminating this Agreement, provided, however, that the Superintendent may arbitrate her termination, provided further, that an arbitrator shall have no powers to, add to, subtract from, or modify any of the terms of this agreement.*

If the parties are unable to agree on an arbitrator, or on the procedures to be followed, the termination dispute will be processed through the American Arbitration Association, pursuant to the Association's Employment Dispute Resolution Rules and the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties, but in no case shall such award or order require the reinstatement of the Superintendent to her position. Under no circumstances shall the arbitrator award punitive, consequential, nominal or compensatory damages other than back pay and benefits, and such comments, if any, shall be made available to the Committee.

- 11. RESIGNATION: There shall be no penalty for release or resignation by the Superintendent from her contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, and upon one hundred-fifty (150) days notification from the Superintendent unless the Committee fixes a different time at which the resignation or release is to take effect.*
- 12. INDEMNIFICATION: The Committee shall indemnify the Superintendent when she was 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 her employment or services as Superintendent.*

13. 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.

14. ENTIRE AGREEMENT: The 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.

15. 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.

IN WITNESS THEREOF, the parties have hereunto signed and sealed the Agreement and a duplicate thereof the 25 day of April in the year of 2007.

TOWN OF HOPEDALE SCHOOL COMMITTEE

Justin Tonelli
Justin Tonelli, Chair
Hopedale School Committee

Patricia C. Ruane
Patricia Ruane
Superintendent of Schools