



HOPEDALE PUBLIC SCHOOLS

OFFICE OF THE SUPERINTENDENT

JUNIOR-SENIOR HIGH SCHOOL BUILDING
25 ADIN STREET
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SUPERINTENDENT OF SCHOOLS

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CONTRACT BETWEEN THE HOPEDALE SCHOOL COMMITTEE AND THE PRINCIPAL

This Agreement, made effective July 1, 2007, by and between the Hopedale School Committee, hereinafter referred to as the "Committee," and Joanne Scotti Finnegan, hereinafter referred to as the "Principal."

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

1. **EMPLOYMENT:** The Committee hereby employs Joanne Scotti Finnegan as Principal of the Memorial Elementary School, and Joanne Scotti Finnegan 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 Principal, or by written resignation of the Principal. Notice of such resignation shall be given one hundred fifty (150) calendar days prior to the effective date of such resignation.

In the event that the committee determines not to renew the Principal's employment following the term of this Agreement, it shall so notify the Principal no later than June 30, 2009. The intent of this provision is to provide the Principal with at least twelve (12) months notice of any intent not to renew this Agreement.

If the Committee fails to give notice to the Principal 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.

3. **DUTIES:** The Principal shall, during the period of this contract, faithfully and competently perform the duties and responsibilities of Principal as provided in the job description from time to time adopted by the School Committee.

The Principal shall fulfill all the terms and conditions of this contract. The Principal shall comply with the policies and procedures of the Committee 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.

4. CERTIFICATION: The Principal shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Principal in the Commonwealth of Massachusetts, as required by Mass G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

5. COMPENSATION:

- a. Salary: Effective July 1, 2007, the Principal shall receive a salary of Ninety-Eight Thousand, three hundred forty-five dollars, (\$98,345).
- b. Compensation for subsequent years of this agreement will be negotiated to the mutual satisfaction of the Principal and the Superintendent. A range of 3%-5% will be considered, based on merit and/or additional degree work.

6. REIMBURSEMENT OF EXPENSES: The Principal shall be entitled to reimbursement for all out-of-pocket expenses reasonably incurred in the performance of her duties under this contract. Such expenses shall include, but not be limited to professional dues approved by the Superintendent, cost of attendance and transportation to and from area, regional, state, and national meetings and conferences approved by the Superintendent, and costs for transportation, meals and lodging incurred as part of those conferences, meetings and workshops.

7. PERSONAL LEAVE:

- a. Vacation Days: The Principal 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 Principal will be paid for unused vacation upon the conclusion of his 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 Principal shall be permitted up to three (3) personal days with pay during each contract year to use for personal matters that require the Principal to be absent. Personal days cannot be carried forward from one contract year into a subsequent year.
- c. Bereavement Leave: The Principal shall be permitted to take up to five (5) days bereavement leave for the death of an immediate family member as defined in Mass G.L. Chapter 268A.

- d. Sick Leave: The Principal shall earn sick leave at the rate of fifteen (15) days per year. The Principal 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 Principal 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 Principal may combine unused personal days and unused sick leave.
8. FRINGE BENEFITS: The Principal shall, in addition to salary and any other benefits expressly provided hereunder, receive the fringe benefits including health insurance, longevity, and tuition reimbursement available to the members of the teaching staff.
9. EVALUATION: The Superintendent shall review and evaluate the Principal'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 Principal and the Superintendent and shall be reduced to writing in a form mutually agreed to by the parties from time to time. The Principal shall be provided with a copy of the written evaluation, signed by the Superintendent on behalf of the School Committee. The evaluation shall not be considered final until after the Superintendent has reviewed the document with the Principal, considered input from the Principal, and revised the evaluation, if warranted. In any case, the Principal shall be entitled to append his written comments or reflections concerning the evaluation to the document prior to its insertion in his personnel file.
10. TERMINATION OF EMPLOYMENT: The Principal 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 Principal, 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 Principal, thereby terminating this Agreement, provided, however, that the Principal may arbitrate his 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 Principal to his position. Under no circumstances shall the arbitrator award punitive, consequential, nominal, or compensatory damages other than back pay and benefits.

11. RESIGNATION: There shall be no penalty for release or resignation by the Principal from his 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 Principal unless the Committee fixes a different time at which the resignation or release is to take effect.
12. INDEMNIFICATION: The Committee shall indemnify the Principal when he was acting within the scope of his 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 Principal 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 his employment or services as Principal.
13. PERFORMANCE: The Principal shall fulfill all aspects of this Contract. Exceptions thereto shall be by mutual agreement between the COMMITTEE and the PRINCIPAL in writing.
14. ENTIRE AGREEMENT: The Contract embodies the whole agreement between the COMMITTEE 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. This contract may not be changed except in 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 on the 10th day of July in the year of 2007.

TOWN OF HOPEDALE SCHOOL COMMITTEE

Patricia C. Ruane

Patricia C. Ruane Ed. D.
Superintendent of Schools

Joanne Scotti Finnegan
Joanne Scotti Finnegan
Principal