



HOPEDALE PUBLIC SCHOOLS

OFFICE OF THE SUPERINTENDENT

JUNIOR-SENIOR HIGH SCHOOL BUILDING
25 ADIN STREET
HOPEDALE, MASSACHUSETTS 01747

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SUPERINTENDENT OF SCHOOLS

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SCHOOL ADMINISTRATOR CONTRACT

This agreement, made effective July 1, 2007, BY AND BETWEEN THE Hopedale School Committee, hereinafter referred to as the "Committee," acting through the Superintendent of Schools, hereinafter referred to as the "Superintendent," and Therese Green, hereinafter referred to as the "Director of Pupil Personnel Services.

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

1. **Employment** – The Committee hereby agrees to employ Therese Green as the PPS Director in the Hopedale Public Schools and Therese Green agrees to accept that employment subject to the terms and conditions in this agreement.
2. **Term** – The PPS Director shall be employed for a period, commencing on July 1, 2007, and terminating on June 30, 2010.
3. **Renewal/Extension** – This contract shall not be renewed or extended except by specific action. Negotiations relative to the terms of a successor agreement shall be initiated not later than January 1st of the year in which the contract is to expire, and shall be concluded not later than April 30th of that same year unless by specific agreement of the parties.

In the event no agreement has been reached or that the PPS Director has not been notified of non-renewal, this agreement, with its terms and provisions intact, shall be extended for twelve (12) months from the original date of expiration.

4. **Termination** –

- a. Notwithstanding the provisions otherwise set forth in this agreement, the PPS Director may terminate this agreement before the term of service shall have expired by providing at least one hundred-fifty (150) days written notice of her intention to do so to the Superintendent;

- b. Notwithstanding provisions otherwise set forth in this agreement, nothing shall preclude the rights of the Superintendent pursuant to Massachusetts General Laws to terminate the contract with the PPS Director for good cause.

For purposes used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of "good cause" other than as it appears herein, and arbitral review shall be limited to the question of whether such grounds were put forth in good faith.

5. **Duties** – The PPS Director recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions, and agrees to perform the directed and implied duties of her position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Hopedale Public Schools.

For these purposes, in addition to the above and following, the duties of the PPS Director shall be as defined in the job description, attached and incorporated herein to by reference.

6. **Compensation** – The PPS Director, under this agreement shall have a salary as follows:

July 1, 2007 – June 30, 2008 - \$ 85,000

Compensation for subsequent years of this agreement will be negotiated to the mutual satisfaction of the PPS Director and the Superintendent. A range of 3%-5% will be considered, based on merit and/or additional degree work.

7. **Annual Work Year** – The PPS Director is employed for a twelve-month (12) work year, subject to leave provisions in section 8.
8. **Benefits and Leave** - As an employee of the town, the PPS Director shall be entitled to all insurance (medical and life) benefits as is currently made available to the employees of the Town of Hopedale. Additionally, the PPS Director shall be entitled to the following specific fringe benefits:
 - a. **Sick Leave** – The PPS Director shall be entitled to fifteen (15) days annual sick leave, which may be accumulated to one seventy-five (75) days.

- b. **Annual Vacation** - The PPS Director shall be entitled to twenty-five (25) working days annual vacation exclusive of legal holidays. 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. Unused vacation days in excess of the allowable accumulation limit shall be forfeited.
- c. **Personal Days**: The PPS Director shall be permitted up to three (3) personal days with pay during each contract year to use for personal matters that require the PPS Director to be absent. Personal days cannot be carried forward from one contract year into a subsequent year.
- d. **Bereavement Leave**: The PPS Director 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.
- e. **Combination of Sick Leave and Personal Days**: In the case of an emergency, the PPS Director may combine unused personal days and unused sick leave.
- f. **Paid Holidays** – The PPS Director shall be allowed the following paid holidays annually: New Year’s Day, Martin Luther King Day, Presidents’ Day, Patriots’ Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and the Friday after, and Christmas, when those days fall within the work week.

Reimbursement of Expenses - The PPS Director 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.

- 9. **Entire Agreement** – This contract embodies the whole agreement between the Hopedale School Committee through the Superintendent of Schools and the Director of Pupil Personnel Services. 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 party against whom enforcement is sought.
- 10. **Severability** – If any paragraph or part of this agreement is subsequently found to be invalid, it shall not affect the remainder of said agreement, which said remainder shall be binding and effective against all parties.

In witness whereof the parties here unto signed and sealed this agreement, this
9th day of July, 2007.

Director of Pupil Personnel Services

Theresa Hume

Signature

7/9/07

Date

For the School Committee

Patricia C. Ruane

Signature

7/9/07

Date