

shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Hudson Public Schools.

4. WORK YEAR, WORK DAY, AND LEAVE BENEFITS:

4.1 Work Year and Work Day: The work year for the Superintendent is twelve months commencing July 1st of each Contract Year and ending the following June 30th. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Superintendent for the Hudson Public Schools. The Superintendent recognizes that her responsibilities and duties are not determined by prescribed hours and conditions and will perform the directed and implied duties of her position as determined by the Committee and will expend the time and effort necessary to effectively achieve the goals and purposes of the Hudson Public Schools.

4.2 Vacation Leave:

A. Accrual.

The Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.083 days per month commencing July 1, 2014.

B. Carry Over of Vacation.

A maximum of five (5) vacation days may be carried over from Contract Year to Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty (30). For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Base Salary shall be divided by 261 days.

C. Annual Vacation Leave Buy Back.

The Superintendent may sell back up to and including ten (10) accrued, unused vacation days per Contract Year at the Superintendent's per diem rate provided that she has notified the School Committee on or before January 15th of such Contract Year that she wishes to exercise her right to sell back accrued, unused vacation days. Notification shall be in writing and include the number of accrued vacation days she wishes to sell back.

D. Vacation Pay-Out Upon Separation.

At the time of separation from service, the Superintendent shall receive compensation for all unused, accrued vacation days at her per diem rate.

4.3 Sick Leave: The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 4.3. On July 1, 2014, all of [REDACTED] unused accrued sick leave days as of the end of the work day on June 30, 2014, from her employment as the Assistant Superintendent for the Hudson Public Schools, shall be carried over and added to the Superintendent's sick leave balance. The Superintendent will accrue up to and including eighteen (18) sick leave days per Contract Year at the rate of 1.5 sick leave days per month commencing July 2014. The Superintendent may use her accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may use up to and including ten (10) of her accrued sick leave days per Contract Year to care for ill or injured

members of her immediate family. In accordance with School Committee policy for building administrators, the Superintendent may carry over her unused accrued sick leave days into subsequent Contract Years up to a maximum of two hundred (200) days.

In accordance with the School Committee policy for building administrators, if the Superintendent has fifteen (15) years or more of service in the Hudson Public Schools, she shall receive sick leave buy-back of \$60 per day upon retirement or death. In the event of death the sick leave buy-back payment shall be made the Superintendent's estate. Absent eligibility for the sick leave buy-back, accrued unused sick leave shall not be paid out and shall be forfeited upon separation from employment.

4.4 Holidays: The Superintendent shall receive the following paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

4.5 Personal Leave: The Committee may grant the Superintendent up to five (5) personal leave days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's work day or for emergencies. Unused personal leave days on June 30th of any Contract Year, shall be converted to sick leave and added to the Superintendent's sick leave bank subject to the cap on carry over and accrual of sick leave.

4.6 Bereavement Leave: The Superintendent will be allowed up to five (5) bereavement days with pay at any one time to make funeral arrangements and/or to attend the funeral/memorial service for a member the Superintendent's immediate family. Immediate family shall be defined as the Superintendent's spouse, child, father, mother, brother, sister, grandparent, grandchild, or other relative residing in the Superintendent's household.

5. REIMBURSEMENT FOR EXPENSES, DUES, AND REGISTRATION FEES, ETC.: The Committee shall reimburse the Superintendent in accordance with Committee policy and procedure for reasonable and necessary, documented expenses incurred in the performance of her duties upon the presentation by the Superintendent of receipts submitted within 30 calendar days of incurring such expenses, including, but not limited to expenses for conferences approved in advance by the Committee, as well as membership dues for organizations approved in advance by the Committee. Such reimbursement shall not exceed five thousand dollars (\$5,000) in the aggregate per Contract Year. The following dues and/or registration fees do not need School Committee prior approval but are subject to the \$5,000 aggregate limit per Contract Year:

- MASS annual membership fee
- MASS leadership Institute program fee
- Joint MASS and MASC Conference registration fee
- ASCD membership fee
- AASA membership fee.

The School Committee shall pay the following program fee for the first two Contract Years and such fee is in addition to and not subject to the \$5,000 aggregate limit per Contract Year:

- MASS mentor program fee – new superintendent program.

The Superintendent may request reimbursement that exceeds the five thousand dollar (\$5,000) limit per Contract Year; however, no reimbursements shall be made in excess of the five thousand dollar (\$5,000) limit per Contract Year without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.

6. INSURANCE:

6.1 Group Health Insurance: The Superintendent may elect to obtain group health insurance generally available to employees and their dependents in the Hudson Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Hudson Public Schools, and the Superintendent recognizes that the Hudson School Committee and the Town of Hudson may change such terms and conditions and such insurance from time to time. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure (“HIRD”) form.

6.2 Life Insurance: If the Superintendent purchases a Term Life (“TL”) insurance policy covering her own life and provides proof of purchase to the Committee, upon the Superintendent’s written request, the Committee shall reimburse her for the premium cost of such TL insurance up to a maximum of five hundred dollars (\$500) per Contract Year.

6.3 Long Term Disability Insurance: If the Superintendent purchases Long Term Disability (“LTD”) insurance for herself and provides proof of purchase to the Committee, upon the Superintendent’s written request, the Committee shall reimburse her for the premium cost of such LTD insurance up to a maximum of one thousand dollars (\$1,000) per Contract Year.

7. DUTIES: The Superintendent shall have charge of the administration of the Hudson Public Schools consistent with law and Committee policies and directives. She shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Hudson Public Schools consistent with law and Committee policy. She shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. She shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. She shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Hudson School Committee, unless excused, and may participate in all school committee deliberations except when matters relating to her own employment and/or this AGREEMENT are under consideration. She shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all

duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committee, as they may be promulgated or modified from time to time.

8. PERFORMANCE EVALUATION AND PERFORMANCE RECOGNITION PLAN:

8.1 Performance Evaluation: The Committee shall devote at least a portion of one meeting before June 30th of each Contract Year to an evaluation of the Superintendent's performance and working relationship with the Committee. This performance evaluation shall be based upon performance goals and criteria developed by the Committee with input from the Superintendent. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that her evaluations will be conducted in an open session meeting of the Committee.

8.2 Performance Recognition Plan: In addition to the base salary provided for in paragraph 3.1 of this AGREEMENT, the Superintendent shall be eligible to receive Performance Recognition Pay ("PRP") up to a maximum set in the following PRP Schedule, based upon the Superintendent's attainment of specific performance objectives for the Contract Year as established by the Committee:

PRP SCHEDULE

Attainment of Performance

<u>Objectives for Contract Year</u>	<u>Maximum PRP that May be Granted</u>	<u>PRP Payment Date</u>
July 1, 2014- June 30, 2015	up to a maximum of \$2,000	July 2015
July 1, 2015- June 30, 2016	up to a maximum of \$3,000	July 2016
July 1, 2016- June 30, 2017	up to a maximum of \$4,000	on or about June 30, 2017

Such Performance Recognition Pay, if any, shall be paid out in a lump sum in accordance with the above PRP Payment Date schedule, and the PRP shall not be included in or added to the Superintendent's Base Salary. The PRP is subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The determination as to whether, and if so, to what extent and degree the Superintendent has achieved the performance objectives in a given Contract Year, as well as the determination as to whether to grant such Performance Recognition Pay and in what amount, shall be made by the School Committee in the exercise of its sole discretion. The first time the Superintendent may be considered for PRP is in or about July of 2015 for her performance in the July 1, 2014 through June 30, 2015 Contract Year with PRP granted, if any, in July of 2015.

9. LICENSE/CERTIFICATION: The Superintendent hereby represents to the Committee that she is currently licensed/certified to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this AGREEMENT, a valid and appropriate license/certification qualifying her to serve as a Superintendent of Schools

in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of her license being revoked, rescinded, suspended, or lapsed.

10. PROFESSIONAL ACTIVITIES: The Superintendent shall devote her full-time, attention, and energy to the business of the Hudson Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent, in:

- A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
- B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
- C. informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 10.

11. INDEMNIFICATION:

11.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of her employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

11.2 The Superintendent shall, within four (4) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

11.3 This Section 11 shall survive the termination of this AGREEMENT.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 By the Committee with Cause:

During the term of this AGREEMENT, the Committee may suspend the Superintendent from her position as superintendent and/or may terminate her employment and this Employment AGREEMENT for insubordination, incompetency, incapacity, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against her, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within ten (10) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have her legal counsel present to advise her. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. (Section 12.2 of this AGREEMENT shall not be applicable to termination pursuant to this Section 12.1.) The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

12.2 Early Termination Provision:

The Committee may terminate this Employment AGREEMENT and the Superintendent's employment at any time by providing the Superintendent with at least ninety (90) calendar days written notice and paying the Superintendent an early termination payment equal to the lesser of the following two amounts: (1) six (6) months of the Superintendent's Base Salary, or (2) the remainder of the Superintendent's Base Salary under this AGREEMENT. The early termination payment shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. In the event of termination pursuant to this paragraph, with the exception of the early termination payment which shall be paid on or by the effective date of termination, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

12.3 By the Superintendent:

The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than ninety (90) calendar days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments

and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to her final day of employment.

13. COMPLAINTS: The Committee, individually and collectively, shall refer criticisms, complaints and suggestions brought to its attention to the Superintendent for study and recommendation as appropriate to the circumstances.

14. NOTICES: All notices required or desired to be given under this AGREEMENT will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

15. ENTIRE AGREEMENT: This AGREEMENT contains the whole agreement between the Committee and the Superintendent and effective July 1, 2014, supersedes all prior agreements between the Hudson Public Schools and [REDACTED] there have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this AGREEMENT shall be effective unless and until set forth in writing and signed by the parties.

16. SEVERABILITY: If any term(s) or provision(s) of this AGREEMENT are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

17. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

18. COUNTERPARTS: This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this 26 day of June, 2014.

[REDACTED]
ON BEHALF OF THE HUDSON SCHOOL COMMITTEE
BY:

[REDACTED]
Hudson School Committee