

**EMPLOYMENT CONTRACT BETWEEN**

**AND THE GOVERNING SCHOOL COMMITTEE OF**

**THE HATFIELD PUBLIC SCHOOL SYSTEM**

**THIS AGREEMENT**, is made and entered into this 2 day of July, 2021 between the Hatfield School System, hereinafter referred to as the "Committee" or "School Committee" and \_\_\_\_\_ hereinafter referred to as the "Interim Superintendent."

**WITNESSETH:**

**WHEREAS**, the Committee is desirous of securing an Interim Superintendent to supervise and direct the schools and educational programs of the school system under the general supervision of the School Committee; and

**WHEREAS**, the Committee and the Interim Superintendent agree that a written employment contract is necessary to describe their relationship and to serve as the basis of effective employment practices between them as they fulfill their governance and administrative functions in the operation of the educational program of the Committee;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Committee employs the Interim Superintendent in and for said school system and the Interim Superintendent hereby accepts such employment upon the terms and conditions following:

1. **TERM OF SERVICE.** The District employs the Interim Superintendent for a period of **one (1) year**, commencing **July 12, 2021 through June 30,**

2022. This contract shall automatically expire on June 30, 2022, unless an extension is agreed to in writing by the parties.

## 2. RESPONSIBILITIES AND DUTIES.

2.1 As Chief Executive Officer of the Hatfield School System, the Interim Superintendent shall faithfully perform the duties of Interim Superintendent of Schools as prescribed by all laws and rules of the Commonwealth of Massachusetts, as well as the policies lawfully adopted by the Hatfield School Committee.

2.2 The Interim Superintendent shall maintain throughout the term of this agreement a valid and appropriate Superintendent license as required by the Commonwealth of Massachusetts.

2.3 As Chief Executive Officer of the Hatfield School System, the Interim Superintendent shall have the primary responsibility for execution of Committee policy, whereas the Committee shall retain the primary responsibility for the adoption of said policy. The parties agree, individually and collectively, not to interfere with nor usurp the primary responsibility of the other party. The parties further agree, individually and collectively, to refer as promptly as possible criticisms, complaints, and suggestions called to their attention which involves the other party's responsibilities.

2.4 Administration and Supervision of Schools. The Interim Superintendent shall:

2.41 Assume responsibility for the educational organization, reorganization and the assignment of roles and responsibilities for all administrative and supervisory personnel working for the Committee.

2.42 Administer the curriculum and instruction department, and oversight of the Special Education department, and

assume responsibility for the recruitment, selection, placement, transfer and hiring of all personnel, or approval thereof, as provided for under the Education Reform Act of 1993.

2.43 Assume responsibility for all matters related to supervision and staff oversight, including but not limited to performance evaluations, staff development, hiring, discipline, discharge, and assignment of personnel, or the approval thereof, as provided for under the Education Reform Act of 1993, and shall conduct all hearings or meetings relevant thereto.

2.44 Make recommendations to the Committee concerning any need for change in the business affairs, instructional programs, or facilities of the Committee.

2.45 Attend each meeting of the School Committee and serve as an ex-officio member of each advisory group or committee established by the School Committee.

### **3. PERFORMANCE**

3.1 The Interim Superintendent and the School Committee shall fulfill all terms of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Interim Superintendent in writing.

3.2 Failure by the Interim Superintendent to fulfill the obligations set forth in this Agreement may be considered a violation of the Code of Ethics, Massachusetts Association of School Interim Superintendents, and may be reported by the Committee to the appropriate state and national associations of school administrators and the state educational authorities.

3.3 The Committee shall evaluate the performance of the Interim Superintendent by June 1<sup>st</sup> in writing in accordance with the DESE model evaluation instrument. Said instrument shall be considered as part of and incorporated by reference in this document. The Interim Superintendent retains the right to respond in writing to the written evaluation, with the written response attached to the written evaluation in the personnel file.

4. **SALARY.** The Committee shall pay the Interim Superintendent as follows;

4.1 The salary for the period of July 12, 2021 through June 30, 2022 shall be \$129,500.

4.2 The salary shall be paid on a regular basis consistent with other school personnel.

5. **TOWN EMPLOYEE BENEFITS.** For the term of this agreement, and for succeeding years this agreement may be extended, the Interim Superintendent shall be entitled to participate in the following benefits, paid for by the Town of Hatfield according to plans they have negotiated with providers:

5.1 Health Insurance. The group health insurance plan provided for school system employees by the Town of Hatfield.

5.2 Long -Term Disability Insurance. Should the Interim Superintendent subscribe to the Town of Hatfield's Long-Term Disability Insurance Plan, the Committee agrees to pay for 50% of the monthly premium, not to exceed \$500 in a calendar year.

6. **OTHER BENEFITS.** The Committee agrees to provide the Interim Superintendent with the following required to perform his responsibilities.

6.1 Cell Phone. The Committee agrees to provide the Interim Superintendent with a cell phone and service to be used for professional purposes in the performance of the Duties and Responsibilities of the position.

6.2 Computer/Laptop. The Committee agrees to provide the Interim Superintendent with a computer or laptop to be used for professional purposes in the performance of the Duties and Responsibilities of the position.

6.3 Return of Cell Phone, Computer/Laptop. The cell phone and computer/laptop are the property of the Committee and, as such, the Interim Superintendent will return said property to the Committee upon his separation from employment for any reason.

7. **STATE RETIREMENT SYSTEM.** The Interim Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

8. **PAYROLL DEDUCTIONS.** This contract shall conform to all state and federal rules and regulations governing deductions from the stated Salary (Article 4 above) including, but not necessarily limited to state retirement obligations, withholding taxes, social security taxes and insurance premiums.

9. **PROFESSIONAL GROWTH.** The Committee encourages the continuing professional growth of the Interim Superintendent through his participation and attendance in activities pertinent to his responsibilities as Interim Superintendent. Attendance and participation may include:

9.1 The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school committee associations including the MASS new Interim Superintendent Induction program;

9.2 Seminars and courses offered by educational institutions;

9.3 Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Interim Superintendent to perform his professional responsibilities for the Committee.

9.4 For travel outside the Hatfield School District boundaries in performance of his responsibilities as Interim Superintendent, mileage will be reimbursed at the current Town rate.

9.5 With prior Committee approval, the Hatfield School System shall permit a reasonable amount of release time and pay to provide for said professional growth, including costs for tuition, registration, travel, meals, lodging, materials, and fees. Supporting vouchers shall be submitted to validate expenditures, up to a maximum of \$3,000. The Interim Superintendent must obtain the pre-approval of the Committee in order to subsequently receive reimbursement.

## **10. WORK YEAR, PAID TIME OFF, & BEREAVEMENT LEAVE.**

10.1 *Work Year.* The Interim Superintendent shall be required to render 12 months of full and regular service during each year covered by this Agreement. Up to one (1) work day per month may be conducted remotely. In addition, in the event that Hatfield Public Schools is closed due to inclement weather, the Interim Superintendent may elect to work remotely.

10.2 *Paid Time Off (PTO).* The Interim Superintendent shall be entitled to thirty (30) PTO days, with no rollover of days into subsequent years in the event of a contract extension. At the point of resignation or retirement, accumulated PTO will be paid to the Interim Superintendent in the next pay period. The accumulated amount shall be paid at the Interim Superintendent's per diem rate of pay at the time of resignation or retirement to be prorated if said separation happens at a time other than June 30. For example, if the Interim Superintendent worked one-half of the contract year and had not used any PTO days, then the Interim Superintendent would be entitled to compensation for seventeen and one-half (17.5) PTO days.

10.3 *Bereavement Leave.* The Interim Superintendent is entitled to five (5) bereavement days per occurrence for deaths in the immediate family.

10.4 The Interim Superintendent is not entitled to any other types of leave such as, but not limited to, sick leave, personal leave, vacation, etc.

#### **11. EXPIRATION OF THE EMPLOYMENT CONTRACT.**

This Agreement shall automatically expire on June 30, 2022, unless an extension is agreed to the parties in writing.

#### **12. TERMINATION OF EMPLOYMENT CONTRACT.**

Where good cause exists, the School Committee may discharge the Interim Superintendent when at least three (3) Committee members vote for termination, thereby terminating this contract prior to the expiration date stated above, provided the Interim Superintendent has been informed of the charge or charges and cause or causes that form the basis for the proposed discharge, and has been provided the opportunity for a hearing before the Committee prior to an official action being taken. Said hearing shall be convened in Executive Session pursuant to M.G.L. Chapter 30A, Section 21(a)(1).

*Good cause*, as used herein, shall include but not be limited to one or more of the following: misconduct, incompetence, inefficiency, conduct unbecoming a Interim Superintendent, physical or mental incapacity, or insubordination.

**13. ARBITRATION.**

Any controversy or claim arising out of, or relating to any term or condition of this contract, or the breach thereof, shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and judgment or decision by an arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement or to vacate the award pursuant to the provisions of M.G.L. Chapter 150C.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with AAA and the other party. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, if any, and the cost of the hearing room shall be borne equally by the Committee and the Interim Superintendent. Any other expenses incurred shall be paid by the party incurring the same.

The arbitrator may enter an award for contract damages, and in no case shall such award require the reinstatement of the Interim Superintendent to his position.

**14. RESIGNATION.**

There shall be no penalty for the release or resignation by the Interim Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon ninety (90) days notification from the Interim Superintendent to the Committee Chairperson.

**15. INDEMNIFICATION.**

The Committee shall at all times indemnify and hold harmless the Interim Superintendent in accordance with the terms of M.G.L. c. 258. The Interim Superintendent shall comply with all obligations to assist in any



litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Interim Superintendent shall be compensated for such assistance, or for assistance in any other proceeding, including but not limited to, grievance administration, arbitration or hearings before the Department of Labor Relations, Civil Service Commission or other body for any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$500.00, whichever is greater.

This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

**16. SEVERABILITY.**

If this contract or any portion thereof is held by the courts to be illegal or in conflict with any law or regulation of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular illegal term or provision.

**17. ENTIRE AGREEMENT.**

This contract contains the entire agreement of the parties. Except as fully set forth herein, there are no representations, agreements, or understandings, oral or written, among the parties relating to the subject of this contract.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in duplicate on the day and year first written above.

BY: \_\_\_\_\_  
School Committee Chair

DATE: 7-2-2021

BY: \_\_\_\_\_

DATE: 7/1/2021

Interim Superintendent