

EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS

This three-year agreement is effective July 1, 2021, by and between the Hampshire Regional School District, the Chesterfield-Goshen Regional School District, the Southampton School District, the Westhampton School District, and the Williamsburg School District (henceforth referred to collectively as the Hampshire Group), and

WHEREAS the Hampshire Group wishes to hire _____ as the Superintendent of the Hampshire Regional School District, the Chesterfield-Goshen Regional School District, the Southampton School District, the Westhampton School District, and the Williamsburg School District having her principal office in Westhampton, Massachusetts; and

WHEREAS _____ wishes to accept the positions of Superintendent for the Hampshire Regional School District, the Chesterfield-Goshen Regional School District, the Southampton School District, the Westhampton School District, and the Williamsburg School District; and

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

EMPLOYMENT

- A. The Hampshire Group hereby employs _____ as Superintendent from July 1, 2021 through June 30, 2024. The work year for the Superintendent shall be twelve-months.

RESPONSIBILITIES AND DUTIES

- A. _____ agrees that she shall perform the duties of Superintendent in accordance with the General Laws of Massachusetts, regulations of the Department of Education, and the directions of the Hampshire Group School Committees.
- B. _____ agrees that she shall preform the responsibilities and duties of Superintendent of the Hampshire Group School Committees as set forth in the Superintendent's Job Description and which shall include attendance at a substantial number of evening meetings of the five school committees (including sub-committees) and on occasion, meetings of the Boards of Selectmen and/or Finance Committees of the towns making up the Hampshire Group.
- C. All Parties acknowledge that _____ shall, at her discretion divide her time between the positions of Superintendent for each individual school committee until such time as the Hampshire Group otherwise agrees to direct her.
- D. The Hampshire Regional School District, the Chesterfield-Goshen Regional School District, the Southampton School District, the Westhampton School District, and the Williamsburg School District agree that

status as Superintendent of the Hampshire Group will not be considered a conflict of interest with respect to her employment by the individual school committees.

- E. Because the Superintendent’s workday is flexible and frequently extends beyond normal working hours, occasional periods of time outside of the office during the day for personal reasons or emergencies will be allowed within reason without loss of pay or deduction from personal or vacation leave.

SALARY

annual salary, payable in 26 bi-weekly installments, shall be as follows:

FY 22	July 1, 2021 - June 30, 2022	\$152,500.00
FY 23	July 1, 2022 - June 30, 2023	\$154,500.00
FY 24	July 1, 2023 - June 30, 2024	\$156,500.00

Any further adjustment in salary authorized by the Hampshire Group shall be in the form of an amendment and shall become part of this contract.

REIMBURSEMENT FOR WORK-RELATED TRAVEL EXPENSES

- A. **Travel Reimbursement:** will be reimbursed for monthly travel at the approved per mile rate upon submission of a completed “Mileage Reimbursement Sheet” for approved in-district and out-of-district travel, tolls, and parking.
- B. **Professional Conferences, Dues, and Expenses:** The Hampshire Group shall reimburse the Superintendent up to a total of \$2,500.00 annually contingent upon approval by the Hampshire Group for attendance, including travel, food, lodging and registration expenses of professional conferences upon submission of written vouchers for the same.
- C. **New Superintendent Induction Program (NSIP):** The Hampshire Group will pay the fee for the remaining two years of involvement in the NSIP program during the time she is employed by the Hampshire Group.
- D. **Dues:** The Hampshire Group shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, in accordance with the budget:
 - 1) Massachusetts Association of School Superintendents
 - 2) American Association of School Administrators
- E. The Hampshire Group will work with the Superintendent and in setting goals for each year of service, discuss and work to implement professional development in accord with budget appropriations in each fiscal year.
- F. The Superintendent will be issued a District owned laptop, which will be returned upon her leaving employment under this contract.
- G. The Hampshire Group will provide the Superintendent with a stipend of fifty dollars (\$50.00) per month for use of her personal cell phone in fulfilling her duties under this contract.

BENEFITS

A. Vacation Time:

The Superintendent shall be entitled to twenty-five (25) paid vacation days between July 1 and June 30 during each year of the fiscal years covered by this agreement. The Superintendent shall be allowed up to ten (10) days to be carried over from the previous year, with the approval of the School Committee, allowing for up to thirty-five (35) days to be utilized in any one year covered by this Agreement.

The Superintendent will ensure that the Central Office Personnel are notified as to where she can be reached during periods when she is on vacation. The Superintendent will seek approval from the Chairpersons of the five school committees in the event she intends to take a vacation of more than ten (10) consecutive days.

If the Superintendent leaves prior to the end of any fiscal year, the vacation days will be prorated for that year based on the last day of work by the Superintendent, and therefore she will not be paid for vacation days beyond the prorated amount. If the Superintendent was paid for more vacation days than were earned, that additional amount will be deducted from her last paycheck. Accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement, or termination at the then in effect per diem rate of pay.

B. Health Insurance

1. The Hampshire Group shall jointly pay the cost of a health insurance policy for at the contribution rate that represents the highest contribution rate then existing in any of the teachers' bargaining units within the Hampshire Group. Such policy shall be the same health insurance policy provided to the administrative staff of the Region's high school on the date hereof.
2. Upon retirement under the Massachusetts Teacher's Retirement System, the Hampshire Group shall jointly pay fifty-one (51%) of the cost of her health insurance premiums, providing she was a member in the District's medical insurance plan at the time of retirement.

C. Life Insurance

shall be entitled to the same term life insurance plans provided to the administrative staff of the Region's High School on the date hereof. The Hampshire Group will pay the entire premium of the plan up to a \$150,000 term life insurance policy. The premium expense liability of the Hampshire Group would end should the Superintendent terminate employment.

D. Sick Leave

The Superintendent is entitled to 18 days of paid sick leave annually. Unused sick leave may accumulate to a maximum of 180 days. Unused, accumulated sick leave will not be paid out upon retirement, resignation, and/or termination of employment.

E. Retirement

shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. c. 32, §2.

F. Holidays

shall be entitled to all legal holidays recognized during the school year in all the Districts and such legal holidays as occur outside the term of the school year. In addition, she shall not be required to work on December 24, or December 31, so long as all the schools belonging to the Hampshire Group are closed on such dates.

The recognized holidays are: New Year's Day; Martin Luther King, Jr. Day; President's Day, Patriots' Day; Memorial Day; Juneteenth; July 4th; Labor Day; Columbus Day; Veterans Day; Thanksgiving, the day after Thanksgiving; and Christmas Day.

G. Bereavement Leave

shall be allowed up to five consecutive work days for bereavement of immediate family members (spouse, parents, children, brothers, sisters, step or foster and in-laws are included).

H. Other Benefits

shall be entitled to such other, additional benefits as the Hampshire Group may jointly grant during the term of this employment agreement.

OUTSIDE ACTIVITIES

The Hampshire Group agrees that may accept speaking, lecturing or other professional assignments which do not interfere with confidential aspects of her position or her ability to act as Superintendent of Schools.

DIVISION OF COSTS

Except as otherwise specified, the Hampshire Group shall jointly pay one hundred percent (100%) of the total costs of compensation and benefits described in this Agreement.

EVALUATION

The Superintendent will be evaluated annually by the Hampshire Group in a manner set forth by an agreement between the entities comprising the Hampshire Group and consistent with the DESE Superintendent Evaluation Guidelines.

CERTIFICATION

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to serve in Massachusetts as a Superintendent of Schools as a condition of her employment. In the event the Superintendent is aware her certification may be revoked, the Superintendent has a duty to notify each of the Chairs of the individual school committees.

TERMINATION OF EMPLOYMENT CONTRACT

A. Termination of Employment contract by the Superintendent

1. Retirement: Upon retirement _____ shall receive a lump-sum payment equal to her per-diem salary in the final year of employment times the number of fully completed years of service to the district, not to exceed \$10,000.00, provided that provides notice in writing to the Chairpersons of each of the Committees making up the Hampshire Group, 220 calendar days prior to the planned retirement date.
2. Other Reasons for Termination: The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving no less than ninety (90) days notice in writing to the Chairpersons of each of the Committees making up the Hampshire Group, prior to the desired termination date. All parties to this Agreement may agree to notice of less than ninety (90) days if requested by the Superintendent.

B. Termination of Employment Contract by the School Committees

1. The Hampshire Group may discontinue the employment of _____ as Superintendent and terminate this Agreement prior to the expiration of the terms hereof for inefficiency, incompetency, incapacity, conduct unbecoming, insubordination or other good causes which shall be determined by a vote of the Hampshire Group. In order to terminate the Superintendent, three (3) of the five (5) member school committees must vote for termination. Immediately following such action, this employment agreement shall terminate.
2. This Agreement may be terminated during its term due to financial necessity and/or reorganization so long as notice is provided to the Superintendent at least six months prior to said termination. In such a situation, the Hampshire Group may determine not to terminate this Agreement, but instead may offer to renegotiate this agreement in accordance with the needs based on the reorganization.

LEGISLATIVE CHANGES AFFECTING WORKING CONDITIONS

In the event that new legislation changes working conditions enumerated herein, the Hampshire Group and/or _____ have the right to reopen this Agreement with respect to such changes.

CONTRACT RENEWAL/NON RENEWAL

The Chairpersons of each Committee in the Hampshire Group, or their designees, agree to meet jointly with _____ at least sixty days (60) prior to July 1, 2024 for the purpose of determining her annual salary and benefits for any succeeding fiscal year(s). In the event the Hampshire Group and _____ are unable to agree on her salary and benefits for succeeding years, the salary and benefits will continue as described in this Employment Agreement unless written notice of termination of the contract was

provided, or written notice of contract non-renewal was provided at least ninety (90) days prior to June 30, 2024.

ENTIRE AGREEMENT

This contract embodies the whole agreement between the Hampshire Group 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. The contract may not be changed except in writing and signed by the party against whom enforcement thereof is sought.

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 parties.

PRECEDENCE OF AGREEMENT

This agreement takes precedence over any prior employment contract that might have been entered into by the parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement

DATED: 4/23/2021

By: _____

Chair, Chesterfield-Goshen Regional School District

DATED: 4/25/2021

By: _____

Chair, Hampshire Regional School District

DATED: 4/24/2021

By: _____

Chair, Southampton School District

DATED: 4/23/2021

By: _____

Chair, Westhampton School District

DATED: 4/23/2021

By: _____

Chair, Williamsburg School District

DATED: 4/27/2021

By: _____

Superintendent

