

**EASTHAMPTON PUBLIC SCHOOLS
Easthampton, MA**

**SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT**

THIS AGREEMENT is made as of July 1, 2013 by and between the EASTHAMPTON SCHOOL COMMITTEE, hereinafter referred to as the "Committee", and xxxxxx, hereinafter referred to as the "Superintendent".

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

1. **EMPLOYMENT:** The Committee hereby employs xxxx as Superintendent of the public schools of Easthampton and the Superintendent hereby accepts employment on the following terms and conditions:
2. **TERM OF EMPLOYMENT:**
 - (a) The Superintendent's term of employment shall commence on July 1, 2013 and terminate on June 30, 2016.
 - (b) The Superintendent will submit, in writing, 180 days notification, with reason, her intent for early termination of this contract.
 - (c) The Superintendent will pay the Easthampton Public Schools a sum of \$10,000 if she terminates her employment with the Easthampton Public Schools prior to June 30, 2016 for employment elsewhere.
 - (d) If the Committee does not notify the Superintendent on or before March 1, 2016 of its intention to renew or not renew this contract, this contract shall be extended for an additional contract year. Notice of the Committee's intent not to renew this contract upon its expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at her address of record, at least one hundred twenty (120) days prior to the expiration date of this contract.
 - (e) Any extension of the term of the Superintendent's employment and this contract except as provided in subsection (d) above, shall be in writing in the form of an amendment to this contract; shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties; and it shall not be considered that the Committee and the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.
3. **COMPENSATION:** The Superintendent shall be paid an annual gross salary of One Hundred Twenty-Four Thousand Seven Hundred Fifty Dollars and Thirteen Cents (\$124,750.13) for fiscal year 2014, effective July 1, 2013, payable in equal installments on a bi-weekly basis, subject to lawful and voluntary deductions.
4. **EVALUATION:** Each member of the Committee shall annually evaluate the performance of the Superintendent in writing in accordance with the terms of a written evaluation instrument, developed by the Committee with input

and recommendations by the Superintendent. A summary or composite of the individual evaluations completed by Committee members shall be prepared by the Committee Chairperson, signed by the Superintendent and placed in her personnel file. The Superintendent's signature shall not necessarily indicate agreement with the content thereof but rather her acknowledgment of receipt of the document. The Superintendent may file a written response and attach the same to the evaluation in her file. In addition, the Superintendent shall meet with the Committee at least once each year for the purpose of discussing her performance and salary compensation. Notwithstanding any provision herein to the contrary, the Committee and/or the Superintendent may discuss and/or review her performance at any time during the time of this Agreement and/or meet to discuss their working relationship.

5. **TERMINATION/RESIGNATION:** The Committee may terminate this contract, and the Superintendent's employment, before the term thereof shall have expired for cause as outlined in M.G.L. Chapter 71, section 42.
6. **DUTIES:** The Superintendent shall perform faithfully to the best of her ability, the duties of the Superintendent of Schools under the applicable rules, regulations, and laws of the Commonwealth of Massachusetts, and shall serve as Executive Officer of the Committee. The Superintendent hereby agrees to be governed by the policies of the Committee, except that any conflict between those policies and this contract shall be resolved in favor of this contract. The Superintendent shall serve and perform such duties at such times and places and in such manner as the Committee may from time to time direct.
7. **CERTIFICATE:** The superintendent shall furnish and maintain throughout the term of her contract a valid and appropriate certificate qualifying her as Superintendent of the District in the Commonwealth, as required by M.G.L. Chapter 71, section 38G.
8. **PROFESSIONAL DEVELOPMENT:** The Committee shall provide reimbursement up to \$1,000.00 in order for the Superintendent to continue professional development through relevant memberships, subscriptions, learning experiences and professional meetings at the local and state level.
9. **REIMBURSEMENT FOR EXPENSES:** The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this contract. Such expenses shall be in accordance with School Committee Policy and appropriate City Charter and By-Laws, and shall include, but shall not be limited to, costs of transportation and attendance at appropriate state and regional meetings and conferences. Attendance at appropriate national events will be considered by the Committee. Such reimbursement for expenses shall be contingent upon available funds.
10. **STATE RETIREMENT ASSOCIATION:** The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32.
11. **FRINGE BENEFITS:** The Superintendent shall be entitled to all insurance (medical, dental, and life) benefits currently available to Management Team Members, such benefits not to reduce benefits expressly provided for in this

contract or to be agreed upon in the future. The Committee and the Superintendent may agree to alter components of these benefits or add benefits not currently available to professional personnel.

12. ANNUAL VACATION: The Superintendent shall be credited with 26 vacation days effective July 1 of each contract year to be used by June 30 of the same contract year. The Superintendent may rollover up to a maximum of ten (10) days to be used in the subsequent year.
13. SICK DAYS: The Superintendent shall receive 18 sick days effective July 1 of each contract year, with a maximum accrual of 180 days. Sick days are not payable at termination.
14. PERSONAL DAYS: The Superintendent shall receive five (5) days of personal leave each contract year of this contract or any extensions of this contract. Such days shall not accumulate from year to year.
15. SEVERANCE PAY: An administrator with twenty (20) or more years of service to the Easthampton Public Schools, upon notice of intent to retire submitted to the School Committee not later than December 1 of the calendar year prior to the calendar year in which the retirement is to become effective and subject to the provisions of this Article, will be eligible to receive a one-time payment in the amount of \$10,176. After submitting documentation from the MTRB (Massachusetts Teachers Retirement Board) that you have retired, you will be entitled to receive the severance payment. Such payment will be made within six (6) weeks of the termination of employment, with the exception that the School Committee reserves the right to delay payment until the first regular payroll of the next fiscal year in cases of retirements effective between January 1 and June 30.

In the event of the death of an administrator with twenty (20) years of service to the Easthampton Public Schools while in active employment, the above mentioned severance amount will be paid to the estate, and the notification and cap provisions of this Article will not apply. Benefits paid pursuant to this Article will not be considered regular earnings for the purpose of the calculation of retirement benefits.

RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT: The Committee

16. RELATIONSHIP BETWEEN COMMITTEE AND SUPERINTENDENT: The Committee will meet with the Superintendent, as least once each year, for the purpose of discussing with the Superintendent her job description and performance, as well as, the working relationship between the Committee and the Superintendent.
17. PERFORMANCE: The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.
18. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee 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 by written agreement signed by a majority of the Committee and the Superintendent.

19. INVALIDITY: If any paragraph, part of or rider to, this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

20. ARBITRATION:

(a) Any claim or dispute concerning the interpretation, application or claimed violation of this agreement shall be resolved by the parties by resorting to arbitration through the auspices of the American Arbitration Association.

(b) The costs of the arbitrator shall be mutually shared between the parties.

(c) The arbitrator shall not have the authority to amend, modify, delete from or add to, the provisions of this agreement, nor shall the arbitrator have the authority to substitute his/her judgment or discretion for the judgment or discretion of the committee, so long as the committee's judgment or discretion is not exercised in an arbitrary, capricious, or discriminatory manner. Notwithstanding anything in this contract to the contrary the parties hereby expressly agree that an arbitrator shall not have the power to reinstate the Superintendent.

21. OUTSIDE ACTIVITIES: The Superintendent may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, accept compensation with the approval of the Committee, as well as attend professional meetings provided such activities do not derogate from her duties as Superintendent. Prior notification of such activities to the Chairperson of the Committee is required.

22. INDEMNIFICATION:

(a) The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with M.G.L. Chapter 258. The 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 Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her then effective per diem rate of pay.

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

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on this ____ day of June, in the year 2013.

By: _____
Superintendent

Date: _____

By: _____
Chairperson - School Committee

Date: _____

EASTHAMPTON PUBLIC SCHOOLS

EASTHAMPTON MUNICIPAL BUILDING

50 Payson Avenue, 2nd Floor

Easthampton, MA 01027

(413) 529-1500 TEL

(413) 529-1567 FAX

e-mail: nfollansbee@epsd.us

website: www.epsd.us



Nancy Follansbee, Superintendent

October 13, 2015

Xxxx

Xxx

xxx

Dear xxxxx,

The purpose of this letter is to formally notify you that on September 29, 2015 the School Committee voted unanimously to offer you a one-year (July 1, 2016 to June 30, 2017) rollover of your current contract as Superintendent of the Easthampton Public Schools.

Thank you for all your hard work and dedication over the last five plus years as Superintendent and twenty-four plus years with the district. I look forward to your continued success.

Sincerely,

xxxxx

School Committee Chairperson

Copy: Payroll

Business Office

Personnel File

School Committee

EASTHAMPTON PUBLIC SCHOOLS

EASTHAMPTON MUNICIPAL BUILDING

50 Payson Avenue, 2nd Floor

Easthampton, MA 01027

(413) 529-1500 TEL

(413) 529-1567 FAX

e-mail: follansbeen@epsd.us

website: www.epsd.us



Nancy Follansbee, Superintendent

June 28, 2016

Xxx

Xxx

xxx

Dear xxx,

This letter is to inform you that the School Committee, at their June 20, 2016 meeting, voted to increase your salary by 2.5% (\$3,260.66) for the 2016-2017 school year based upon your evaluation. Your annual salary effective to July 1, 2016 will be \$133,686.92 paid bi-weekly.

The Committee also voted to approve an additional, one-year rollover to your current contract, further extending your contract from July 1, 2017 to June 30, 2018.

On behalf of the Easthampton School Committee, I thank you for all your extra efforts in helping us to provide a quality and meaningful education to all the children in our schools and for leading the faculty and staff in making the Easthampton Public Schools a great place to learn and grow.

Sincerely,

xxxx

School Committee Chairperson

Copy: Business Office
Payroll
Personnel File