

EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE LONGMEADOW SCHOOL COMMITTEE
AND

████████████████████
July 1, 2019 - June 30, 2022

This Employment Agreement (hereinafter referred to as "this Agreement") is made by and between the Longmeadow School Committee (hereinafter referred to as "the Committee") and ██████████ (hereinafter referred to as "the Superintendent"). This Agreement shall be effective as of July 1, 2019. For mutual consideration expressed herein, the parties agree as follows:

This agreement represents a three-year contract between the Longmeadow School Committee and the Superintendent. While the School Committee offered the Superintendent a two-year extension of his most recently executed contract, approved on February 14, 2019, the Committee recognizes the extensive efforts underway to meet the goals outlined in the current District Improvement Plan and in the next iteration of that plan commencing in 2020-2021. Additionally, the School Committee expects that the Superintendent will also work with his administration and faculty to fulfill the expectations outlined in the annual Superintendent's Evaluation. The School Committee recognizes that each of these strategic planning components of the Superintendent's responsibilities represent multi-year strategies, which has resulted in a revised contract offer of three years.

1. Term:

The Committee agrees to employ the Superintendent and the Superintendent agrees to accept such employment for a term of three (3) years, commencing July 1, 2019 and terminating on June 30, 2022 unless terminated earlier in accordance with the provisions of this Agreement. For the purposes of this Agreement, a contract year shall commence on July 1st and end the following June 30th.

2. Compensation:

- a. In consideration of the salary for each contract year as provided herein, the Superintendent agrees to perform faithfully the duties of superintendent. The Superintendent's salary shall be one hundred seventy thousand, nine hundred and

sixty-four dollars and twenty-seven cents (\$170,964.27) for the first contract year, July 1, 2019 through June 30, 2020. The Committee and the Superintendent shall meet within one hundred and eighty (180) calendar days prior the start of second contract year (July 1, 2020 - June 30, 2021) and within one hundred and eighty (180) calendar days prior to the start of the third contract year (July 1, 2021 - June 30, 2022) for the purpose of reviewing the Superintendent's salary which may be adjusted based upon performance and subject to agreement. Unless otherwise agreed to in writing by the Superintendent and the Committee, the Superintendent's salary in the second and third contract years shall be \$170,964.27.

- b. The Superintendent's annual salary shall be payable in equal biweekly installments in accordance with the rules governing payment of other professional staff in the Longmeadow Public School district. The Superintendent's salary shall be earned ratably throughout the contract year and shall be prorated for work of less than one full contract year. The Superintendent's per diem rate shall be calculated by dividing the contract year salary by 261.

3. Duties and Responsibilities:

- a. The Superintendent shall be the superintendent and chief executive officer for the Longmeadow Public Schools and shall perform all the duties of and possess all the authority now or hereafter imposed upon or granted to a Superintendent of Schools under provisions of the statutes of the Commonwealth of Massachusetts and by rule or regulation of the Commissioner of Education, and applicable policies of the Longmeadow School Committee.
- b. As way of example, and not limitation, the Superintendent shall be responsible for, among other things, hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing his subordinates and employees in the Longmeadow Public Schools, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school system, establishing and implementing sound financial management procedures and otherwise organizing the school system in a manner that best serves the educational needs of the students in the Longmeadow Public Schools in accordance with Massachusetts General Laws and regulations, applicable federal laws and regulations, and applicable Committee policies. The Committee may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of a Superintendent of Schools in the Commonwealth of Massachusetts.
- c. The Superintendent shall attend all meetings of the Longmeadow School Committee, unless excused by the Committee, and may participate in all Committee deliberations except when matters relating to his own employment are under consideration, He shall assist the Chairperson of the Committee in setting agendas for school committee meetings and in preparing for Committee meetings. He shall advise the Committee on

policies, procedures, and plans and shall take the initiative in presenting and recommending policies, procedures, and planning issues to the Committee.

- d. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Employment Agreement; provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities with or without remuneration, so long as such work and activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein. If the professional activities require the Superintendent to be absent from the Longmeadow School District, he must apply to the Committee for the approval of such professional leave. In the event the Committee meeting occurs after such proposed professional leave, the Superintendent may apply to the Committee Chair or his/her designee in the Chair's absence.

4. Performance Evaluation and Complaints:

- a. Performance Evaluation. The Committee shall evaluate the Superintendent each contract year in accordance with the applicable requirements in 603 CMR 35.00 - 35.11 inclusive. Such evaluation shall be done in open session in accordance with M.G.L. chapter 30A. The summative evaluation document shall consist of one document that reflects the consensus of the Committee.
- b. Complaints. The Committee shall refer to the Superintendent complaints which in the Committee's opinion may be investigated by the Superintendent or his designee and/or addressed by the Superintendent or his designee. Each member of the Committee is encouraged to refer complaints brought to such member's attention to the Superintendent so that he may take appropriate action. Except as provided for in Section 7.a. of this Agreement, nothing in this section shall require the Committee or a Committee member to notify the Superintendent of or refer to the Superintendent any matter or investigation into misconduct, malfeasance, or criminal conduct of or by the Superintendent.

5. Reimbursement for Work-Related Expenses and Professional Development:

Subject to the provisions in this Section 5, the Superintendent is authorized to incur reasonable expenses in connection with the performance of his duties including expenses for professional conferences, travel, lodging, and meal expenses approved by the Committee. The district will reimburse the Superintendent each month for all such expenses upon presentation by the Superintendent of receipts and an itemized account of such expenditures.

- a. Membership dues. The Committee shall reimburse the Superintendent for memberships in MASS and ASCD. The Superintendent may receive reimbursement for memberships in additional organizations with prior approval of the Committee.

- b. Conferences and Professional Development. The Superintendent may attend the annual convention of the State and National Associations of School Administrators and such other professional meetings that the Superintendent and Committee agree upon, the reasonable expenses of such attendance, lodging and travel to and from, to be advanced or reimbursed by the Committee.
- c. Mileage Reimbursement for Out-of-District Travel. The Committee shall reimburse the Superintendent for mileage expenses based on the then current reimbursement rate established by the IRS for any travel outside of the district on school business.
- d. Communication Device. The Committee shall provide the Superintendent with a communication device that will enable both phone and e-mail/internet contact and shall pay the monthly expenses for such a device during the life of this Agreement.

6. Work Year, Leave Benefits, Group Health and Life Insurance:

- a. Work Year. The work year for the Superintendent is twelve months commencing July 1st of each contract year and ending the following June 30th.
- b. Vacation. The Superintendent shall be granted twenty-five (25) working days of vacation per full contract year of employment, exclusive of legal holidays recognized as such by the Committee. Except as provided in paragraph 7.b. of this Agreement, vacation shall be prorated if and when the Superintendent separates from employment with the Committee prior to completing a full contract year of employment. For example, if the Superintendent works half of the contract year and separates from employment on December 31st of the contract year, his vacation entitlement for that contract year shall be 10 days because he was employed by the Committee for 50% of the contract year. The Superintendent will be limited to a carryover of up to ten (10) days of unused vacation per contract year. (At no time may the Superintendent have more than 30 accrued vacation days.)
- c. Holidays. The Superintendent shall receive the following paid holidays during each contract year: July 4th, Labor Day, Columbus Day, Veterans' Day, one-half day immediately preceding Thanksgiving, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents' Day, Patriot's Day, and Memorial Day.
- d. Sick Leave. Recognizing that the Superintendent served as a teacher and an administrator in the Longmeadow Public Schools previously and that he forfeited significant sick leave accrual when he left the district to become an administrator in another district, the Superintendent shall be granted a bank of thirty (30) days of sick leave in his first contract year (July 1, 2016- June 30, 2017). (The 30 days of sick leave granted in the first contract year includes 15 days which would have been accrued in the first contract year plus an additional grant of 15 days.) Commencing on July 1, 2017, the Superintendent shall accrue fifteen (15) sick leave days per contract year. The Superintendent may carry over up to and including seventy-five (75) days of unused accrued sick leave days into the subsequent contract year. The

Superintendent may continue to accrue 15 sick leave days per contract year but shall never have more than ninety days (90) days of accrued unused sick leave during any contract year. For example, if the Superintendent were to have 75 days of accrued unused sick leave at the end of Contract Year "A", he would carry over 75 sick leave days into Contract Year "B". He would then accrue 15 days of sick leave in Contract Year "B" for a total of 90 days. If he uses no sick leave in Contract Year "B", he may carry over 75 of his 90 sick leave days into Contract Year "C". (For the purposes of the prior example, Contract Years A, B, and C are consecutive contract years.) In the event of a catastrophic medical situation, the Superintendent may request of the Committee and the Committee may grant additional sick leave.

- e. Personal Days. The Superintendent may use up to two (2) personal days per contract year for important legal and/or personal business. Such personal days shall not be taken immediately before or after a school holiday or school vacation period. The words "school vacation period" shall include the period between the school years so that personal days shall not be taken on the first and/or last days of any school year. Except in an emergency, the Superintendent shall notify, in writing, the Committee Chair, at least twenty-four (24) hours before taking a personal day. Unused personal days shall not be carried over into subsequent contract years.
- f. Bereavement Days. The Superintendent may use up to three (3) days for bereavement in the event of loss of an immediate family member (spouse/partner, parent, grandparent, son/daughter or other close family member). Additional leave is up to the discretion of the Chair. Except in an emergency, the Superintendent shall notify the Committee Chair in writing, by email or by phone with as much notice as possible, before taking bereavement leave.
- g. Group Health and Life Insurance. The Superintendent shall be entitled to participate in group health insurance and life insurance offered by the Town of Longmeadow as is offered by such Town to its non-unionized employees, and the Superintendent's participation in such group health insurance and life insurance shall be on the same terms and conditions as such insurance is generally available to non-unionized employees in the Town.

7. Termination of Employment Agreement:

- a. By the Committee With Good Cause
During the term of this Agreement, the Committee may suspend the Superintendent from his position as superintendent and/or may terminate his employment and this Agreement for insubordination, incompetency, neglect of duty, or other good cause. "Good 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 good cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against him, and the grounds on which such reason(s) or charge(s) is based with a copy of documents/evidence, if any, on which the reason(s) or charge(s) is based. Provided that the Superintendent has made a

request in writing to the Chairperson of the Committee within seven (7) 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 Massachusetts General Laws chapter 30A §§18-25. The hearing shall be public or private, at the option of the Superintendent, and the Superintendent shall be entitled to have his legal counsel present to advise him. The Superintendent shall be responsible for paying all fees and costs associated with his own legal counsel. The decision of the Committee after such hearing 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 School 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 or the Committee may require the Superintendent to use his accrued vacation days prior to the effective date of termination.

b. Early Termination

By a super majority vote of five (5) members of the Committee, the Committee may terminate this Agreement and the Superintendent's employment at any time prior to June 30, 2022 without good cause by providing the Superintendent with written notice by December 31, 2021 and paying the Superintendent an early termination payment of the lesser of one year's salary or the remaining amount on this Agreement. Notwithstanding the provision on prorating of vacation in paragraph 6.b. of this Agreement, the Superintendent shall be entitled to his full vacation accrual of 20 days for the contract year in which he is terminated without good cause pursuant to paragraph 7.b. of this Agreement. In the event of termination pursuant to this paragraph, with the exception of the early termination payment, 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 parties will endeavor to reach agreement on a joint statement regarding the early termination of this Agreement. The Superintendent may request or the Committee may require the Superintendent to use his accrued vacation days prior to the effective date of termination.

c. Extension of contract

The Committee shall provide the Superintendent with written notice of its intent to renew or not renew this Agreement no later than December 31, 2021.

- i. If the Committee fails to give written notice by December 31, 2021 as required by this provision, this Agreement shall be automatically extended for a period of one (1) contract year, the 2022-2023 contract year.
- ii. In the event that the Committee desires to renew this Agreement for any term, the Committee and the Superintendent shall enter into discussions concerning the terms of this Agreement no later than February 1, 2022, provided that the Superintendent's salary and benefits as set forth in this Agreement shall not be reduced without his consent.
- iii. In the event that the Superintendent's employment and this Agreement are not renewed, the Superintendent shall continue to render his services and shall be

paid his regular compensation until the expiration of the term of this Agreement.

d. For Disability

If the Superintendent is absent from work on account of a disability for a continuous period of ninety (90) calendar days or for more than one hundred and eighty (180) calendar days, whether continuous or not, in any rolling twelve (12) month period, the Committee shall have the option of terminating his employment and this Employment Agreement. If the Committee exercises its option to terminate the Superintendent's employment and this Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

The Committee shall contribute up to a maximum of four thousand dollars (\$4,000) annually to a disability insurance policy chosen by the Superintendent upon receipt from the Superintendent of an invoice for such payment. The Superintendent shall be solely responsible for obtaining this insurance coverage and taking all necessary steps to keep this policy in effect during the term of this Agreement. This disability insurance is in addition to any current sick leave available to the Superintendent under the terms of this Agreement.

e. By the Superintendent

The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible but no less than one hundred (100) calendar days advance notice. In the event of termination pursuant to this paragraph, the School 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 or the Committee may require the Superintendent to use his accrued vacation days prior to the effective date of termination.

8. Certification/License and Medical Examination:

a. Certification/Licensure

The Superintendent hereby represents to the Committee that he is currently certified/licensed to serve as superintendent of schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Elementary and Secondary Education (formerly known as the Massachusetts Department of Education) and hereinafter referred to as "DESE", and the Superintendent shall maintain such certification and licensure as is required pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and DESE.

b. Fitness for Duty and Medical Examination

The Superintendent represents that on the day he executed this Employment Agreement he is able to perform the essential functions of the position of

superintendent of schools. The Superintendent agrees to submit to comprehensive medical examinations at the request of the Committee to determine the Superintendent's fitness to perform the essential functions of his position, and the Superintendent agrees to authorize the release to the Committee of a summary of the results of such examinations indicating that he is able to perform the functions of the job.

9. Indemnification:

- a. In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss 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 his employment or under the 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 in accordance with Section 7 of this Agreement.
- b. As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.
- c. This Section 9 shall survive the termination of this Agreement.

10. Longevity Benefit:

Commencing in 2020-2021, the Superintendent, commensurate with other LPS administrators and having more than twenty (20) years of teaching or administrative experience in education and ten (10) years or more of employment with the Committee may elect to increase his pay for three (3) consecutive years by \$4,000, in each of the three (3) years. After receiving these payments, the Superintendent will not be eligible to reapply for this benefit at any time. The Superintendent must apply for these payments in writing on or before January 1 of the preceding the school year in which he wishes to begin collecting said benefit. If the Superintendent does not receive all of the above \$12,000 prior to separation from employment, he shall be entitled to a lump sum payment at the time of separation from employment equal to the unpaid balance payable no later than July 1 immediately following the separation. Participation in the longevity benefit is irrevocable after receipt by the Committee of the Superintendent's application for said benefits. The Superintendent will not be entitled to receive any payments hereunder after date of termination for good cause.

11. Notices:

Any notice 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 to the home address of the Chairperson of the Committee.

12. Entire Agreement:

This Agreement contains the entire understanding between the Committee and the Superintendent with respect to the subject matters herein and supersedes all prior agreements. This Agreement may not be modified or amended other than by an agreement in writing that has been executed by the Superintendent and the Committee.

13. Invalidity:

If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provision 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.

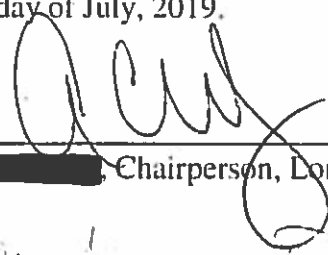
15. Governing Law:

This Agreement shall be interpreted, enforced, governed, and construed under, and in accordance with, the laws of the Commonwealth of Massachusetts.

16. Counterparts:

This Agreement will be executed in two counterparts, each of which will 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 16 day of July, 2019.

By: 

Chairperson, Longmeadow School Committee

By: 

Superintendent

SICK LEAVE

A. Personal Illness**1. General**

In the event that it is necessary to be absent from duty because of personal illness, continuance of salary will be based upon a schedule determined by length of service.

2. Sick Leave

Sick leave is provided only for bona fide personal illness, injury or other medical disabilities. Reports and statements from the employee and a physician certifying the employee's inability to perform the duties of his or her position for the sick days claimed may be required for each absence for which sick pay is claimed, and will be required for each such absence of six (6) days or more. The School Committee reserves the right to request that an employee be examined by a physician of the Committees' choice at the Committee's expense as a condition of payment for or continuation of sick leave. In administering this schedule, it shall be understood that any sickness or illness which has occurred beyond a five (5) year period prior to the commencement of any illness will be disregarded in applying the schedule. Any time lost because of illness during the five (5) year period just prior to an absence on account of illness will be deducted in determining the amount of time available with pay.

3. The Schedule

<u>Sickness After Service Of</u>	<u>Full Salary</u>	<u>One-Half Salary</u>
Less than 1 year	4 weeks	7 weeks
1 year	6 weeks	11 weeks
2 years	8 weeks	13 weeks
3 years	10 weeks	15 weeks
4 years	11 weeks	17 weeks
5 years	13 weeks	18 weeks
6 years	15 weeks	19 weeks
7 years	17 weeks	20 weeks
8 years	20 weeks	21 weeks
9 years	22 weeks	22 weeks
10 years	24 weeks	23 weeks
11 years	26 weeks	21 weeks
12 years	28 weeks	19 weeks
13 years	30 weeks	17 weeks
14 years	33 weeks	14 weeks
15 years	35 weeks	12 weeks
16 years	37 weeks	10 weeks
17 years	39 weeks	8 weeks
18 years	41 weeks	6 weeks
19 years	44 weeks	3 weeks
20 years	47 weeks	0 weeks

B. Family Illness

1. General

Up to a total of five days with pay during the school year shall be allowed for illness in the "immediate family" where it becomes necessary for the Principal to assist in the care of those immediate family members who are ill. These five days shall be deducted from the accumulated total of "personal illness" days to which the Principal has become eligible.

2. Immediate Family

Immediate family shall include the Principal's spouse, children, or parents, wherever such relatives reside.

C. Bereavement

Absence with pay up to a maximum of three (3) days for each bereavement shall be allowed on account of the death of the Principal's spouse, child, parent, brother, sister, grandchild, grandparent, or parent-in-law.

One (1) day, for each occurrence, will be granted and charged to sick leave for attending funerals of close friends, co-workers, or relatives not covered above.