

CONTRACT OF EMPLOYMENT
Administrator of Health Services
Town of East Longmeadow, Massachusetts

This agreement, made as of **June 12, 2023** by and between the East Longmeadow School Committee, hereinafter referred to as the "School Committee", and **Administrator of Health Services**, hereinafter referred to as the "Administrator of Health Services."

Both parties agree that the Administrator of Health Services shall perform in good faith the duties and obligations of the Administrator of Health Services as provided by Massachusetts General Laws, the Administrator of Health Services Job Description and the rules and policies of the School Committee. The Administrator of Health Services will report to and work under the direction of the Superintendent of Schools.

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

1. **EMPLOYMENT:** The School Committee hereby employs **Candace Goyette** as Administrator of Health Services in East Longmeadow Public Schools and the Administrator of Health Services hereby accepts employment on the following terms and conditions:
2. **TERM:** The term of this contract shall be from **July 1, 2023 up to and including June 30, 2026**. Not later than February 15, 2026 the Superintendent will inform the Administrator of Health Services whether or not he/she will enter into regarding a successor contract of employment as Administrator of Health Services in East Longmeadow Public Schools.
3. **COMPENSATION:** The Administrator of Health Services shall be paid a salary of:
 - a. For the period of **July 1, 2023 through June 30, 2024** at an annual rate of **\$92,000**. Future raises will be dependent upon the Superintendent's overall evaluation of the Administrator of Health Services, from "Unsatisfactory", "Needs Improvement", "Proficient", "Exemplary"
 - b. For the period of **July 1, 2024 through June 30, 2025** an annual rate between the previous year's salary and **\$94,070** dependent upon the Superintendent's overall evaluation of the Administrator of Health Services, from "Unsatisfactory", "Needs Improvement", "Proficient", "Exemplary"
 - c. For the period of **July 1, 2025 through June 30, 2026** an annual rate between the previous year's salary and **\$96,186** dependent upon the Superintendent's overall evaluation of the Administrator of Health Services, from "Unsatisfactory", "Needs Improvement", "Proficient", "Exemplary"
 - d. The annual salary shall be paid in biweekly installments through mandatory direct deposit.
 - e. The Administrator of Health Services shall be paid an annual degree differential of:

<u>M+30</u>	<u>CAGS</u>	<u>Doctorate</u>
\$2,800.00	\$3,800.00	\$4,800.00
 - f. The Administrator of Health Services will receive an annual stipend of **\$600 as travel allowance** for gas and auto to be paid in two payments, one payment of \$300 in December and one payment of \$300 in June.
4. **HOURS OF WORK:**
 - a. Unless otherwise specified in the individual contract, the Administrator of Health Services shall work a full year and is paid on that basis. The Administrator of Health Services work hours during the school year will be 8am - 4pm, but extend before and after hours as necessary and include evening and weekend hours as required for attendance at meetings, activities and all responsibilities associated with the position.

- b. The workday of the Administrator of Health Services during times when schools are not in session will consist of no less than a seven-hour day including a lunch period. The hours between 7:00 a.m. and 4:00 p.m. will provide the framework for establishing the seven-hour workday. The Superintendent's office will be notified of deviations from the normal hours within the above framework.
 - c. On days when schools are closed because of inclement weather, the Administrator of Health Services will be allowed time for travel providing road conditions warrant a delay in reporting for work. Circumstances requiring more than a half hour beyond the normal reporting hour for non-school days should be reported to the Superintendent's office and indications given of expected time of arrival.
 - d. Deviation from the normal workday will be permitted with the advance approval of the Superintendent. In the Superintendent's absence, the Administrator of Health Services will notify the Central Office.
 - e. Special provisions may be made with the Superintendent of Schools for the Administrator of Health Services to participate in professional study either during late afternoons or during periods when schools are not in session.
5. ANNUAL VACATION:
- a. The Administrator of Health Services shall earn 25 working days for vacation per fiscal year. Should the contract be terminated prior to June 30th of a given year, the District would use an accrual rate of approximately 2.083 vacation days per month in order to determine the vacation days accrued up to the point of the termination of the contract. The Administrator of Health Services may take up to **5** of those days (on school days) during the school year, commencing September 1 of each year. The remainder will be taken during the school vacation weeks and the summer months of July and August. Additionally, the Administrator of Health Services will not take vacation during the two weeks before the school year ends or the two weeks before the start of a new school year. A maximum of fifteen (15) vacation days may be carried into the next fiscal year. Any accrued but unused vacation days over and above the 15 carryover days shall be forfeited at the end of the fiscal year. At no time will the Administrator of Health Services accrue more than 40 vacation days. Upon termination of the contract, the Administrator of Health Services will be paid for any unused vacation days up to the 40-day total. The per diem rate for vacation pay will be determined by dividing the annual salary in effect at the time by two hundred sixty (260).
 - b. The Administrator of Health Services shall meet with the Superintendent on or before April 1st to establish a vacation schedule for the summer. This schedule shall provide for two or more Administrators on duty throughout the summer. If a conflict among Administrators plans, seniority shall apply in determining the vacation schedule.
6. HOLIDAYS: The Administrator of Health Services shall be eligible to take all state holidays plus the day after Thanksgiving and the day after Christmas as paid holidays.
7. LEAVE WITH PAY
- a. The Administrator of Health Services will receive eighteen (18) days sick leave a year with accumulation limited to 180 days. The Administrator of Health Services may be awarded up to 180 additional days of sick leave WITHOUT PAY at the discretion of the School Committee. There will be no eligibility for "buyback" of unused sick leave on termination of employment.
 - b. The Administrator of Health Services will qualify for leave with pay and their account will be charged for the following reasons and under the following conditions:
 - 1) Sick leave, for sickness or accident, the nature of which incapacitates the Administrator of Health Services from performing the duties of the Administrator of Health Services position to the limit of the Administrator of Health Services accumulated total.
 - 2) Three (3) religious days which will not be charged to Leave With Pay.

- 3) Five (5) days for critical illness in the immediate family. The Superintendent may extend the number of days for justifiable reasons.
 - 4) Five (5) days for death in the immediate family or household. The Superintendent may extend the days for justifiable reasons and also may approve attendance at funerals for other than members of the immediate family or household. Three (3) days for each such death in the immediate family will not be deducted from the Administrator of Health Services Leave With Pay account. The definition of immediate family includes mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, foster parent, significant other, or guardian.
 - 5) Two (2) personal business days for reasons approved by the Superintendent, including, but not limited to, legal matters not involving school, attending graduations or other family matters of major importance or concern and medical checkups. Except in emergencies, the Administrator of Health Services will give notice to the Superintendent in writing, on the form provided for this purpose, at least one day in advance of the day to be taken. In an emergency, the Administrator of Health Services will give verbal notification to the Superintendent, but will submit a written statement on the approved form upon return. Up to three (3) additional personal business days may be approved by the Superintendent, at his discretion, consistent with the above notice provisions.
 - 6) Any other purpose which the Superintendent shall approve in writing in advance.
 - 7) The Administrator of Health Services will complete personnel absence reports in connection with all the above absences.
- c. The Administrator of Health Services will qualify for leave with pay but not be charged to Leave With Pay for reasons of attending professional meetings or school-connected business which are approved in advance by the Superintendent of Schools.

8. EVALUATION:

- a. The Superintendent of Schools shall evaluate the Administrator of Health Services at least once by June 30th of each year of this agreement. The evaluation will include a review of progress toward mutually established annual goals and use of an instrument which is based upon the Massachusetts Educator Evaluation Model System using the appropriate rubric. The Administrator of Health Services will be given an opportunity to respond to these evaluations and make recommendations thereto.
- b. Public address or audio systems and similar surveillance devices will not be used for the purpose of the Administrator of Health Services evaluation. The Administrator of Health Services will be given a copy of any evaluation, complaint, or other report prepared by her superiors and will have the right to discuss such reports with the Superintendent of Schools. The Administrator of Health Services, in turn, agrees to sign a statement that the Administrator of Health Services has been given a copy of the contents discussed with him providing that such statement includes the fact that the Administrator of Health Services signature does not necessarily indicate agreement with the contents.
- c. Any complaint which has merit or potential merit regarding the Administrator of Health Services made to any member of the School Committee or the Superintendent by any parent, student or other person on which disciplinary action is contemplated will be called to the attention of the Administrator of Health Services by the party receiving the complaint and the name of the complainant will be made known at that time.
- d. No material pertaining to the Administrator of Health Services conduct, service, character or personality will be placed in the Administrator of Health Services personnel file without the Administrator of Health Services knowledge. The Administrator of Health Services will be given the opportunity to review the material. The Administrator of Health Services will acknowledge within ten (10) school days that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express

understanding that such signature in no way indicates agreement with the contents thereof. The Administrator of Health Services will also have the right to submit a written answer to such material and the Administrator of Health Services answer shall be reviewed by the Superintendent and attached to the file copy.

- e. The Administrator of Health Services will have the right, upon request, to review the contents of the Administrator of Health Services personnel file at reasonable times, in the place where such records are kept, and in the presence of the Superintendent or the Superintendent's designee. The Administrator of Health Services will be entitled to have a representative during such review and make copies of such materials.

9. GRIEVANCE PROCEDURE:

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of the employment of the Administrator of Health Services covered by this contract.

The School Committee and the Administrator of Health Services desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedure level involved. The time limits will be considered as maximum unless extended by mutual agreement in writing.

- a. Definition. A "grievance" shall mean a complaint, of an actual or supposed violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

- b. Levels of Procedure

Level One: A Administrator of Health Services with a grievance will first directly discuss it orally with the Assistant Superintendent for Business with the object of resolving the matter informally.

Level Two: If the grievance is not resolved to the satisfaction of the Administrator of Health Services at Level One or if no decision is rendered after ten (10) days from the presentation at Level One, the Administrator of Health Services may refer the grievance to the Superintendent of Schools in writing. Within fourteen (14) days after submission of the grievance, the Superintendent will meet with the Administrator of Health Services in an effort to settle the grievance.

Level Three: If within twenty (20) days after submission at Level Two above, the Superintendent has not rendered a written decision or the grievance is not resolved to the satisfaction of the Administrator of Health Services, he/she may request in writing to the Secretary of the School Committee that the matter be placed on the agenda of the next regularly scheduled School Committee meeting. In the event that no meeting is scheduled a meeting will be held at the School Committee level within ten (10) days from submission of the grievance to the Secretary of the School Committee. The School Committee will render its decision to the Administrator of Health Services in writing within fifteen (15) days after said meeting.

Level Four: If the grievance is not resolved to the satisfaction of the Administrator of Health Services, upon receipt of the written decision from the School Committee, the Administrator of Health Services may determine that the grievance is meritorious and that submitting it to arbitration is in the best interests of the East Longmeadow Public Schools. If so, the Administrator of Health Services may, by giving written notice to the School Committee, submit the grievance to binding arbitration within fifteen (15) days after receipt of the written decision from the School Committee. Within ten (10) days after such written notice of demand for arbitration, the School Committee and the Administrator of Health Services will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. It is hereby noted that the services of the State Board of Conciliation and Arbitration are available to municipal employers and employees for this purpose. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. If the services of the American Arbitration Association are used, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected will confer with representatives of the School Committee and the Administrator of Health Services and hold hearings promptly and will issue her decision not later than twenty

(20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Contract or except for clarification of the point at issue to modify, alter, add to, or subtract from the provisions of this Contract. The award and decision made in any such arbitration shall be final and binding upon the School Committee and the Administrator of Health Services. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Administrator of Health Services but each party shall bear its own expenses for the preparation and presentation of its case.

- c. If the Administrator of Health Services does not file a grievance in writing with the Superintendent within ten (10) days after the Administrator of Health Services knew or should have known of the act or conditions on which the grievance is based, then the grievance will be considered as waived. Furthermore, if the next step in the grievance procedure is not acted upon within the number of days specified or within ten (10) days where no time limit is specified, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to the grievance procedure at Level 4.
- d. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Public Schools of East Longmeadow for any Administrator of Health Services involved in presenting such grievance.
- e. If the School Committee or the Superintendent shall have a grievance against the Administrator of Health Services on the basis that she is not abiding by the terms of this Contract, the Superintendent shall meet with the Administrator of Health Services at the most informal level possible to discuss the grievance. If the Superintendent cannot settle the grievance to her satisfaction, the Administrator of Health Services shall meet with the School Committee within ten (10) days following receipt of a written request for such a meeting. This request will include a written statement of the grievance. If, after fifteen (15) days the School Committee is not satisfied with the disposition of the grievance, it may, by giving written notice to the Administrator of Health Services, demand the grievance be submitted to binding arbitration. The procedure, terms and conditions of arbitration are to be the same as under Level Four preceding.

If the Administrator of Health Services agrees that a grievance instituted under this provision is justified and makes every effort to remedy the situation, the School Committee agrees not to institute arbitration proceedings against the Administrator of Health Services.

10. TERMINATION OF CONTRACT BY ADMINISTRATOR OF HEALTH SERVICES:

In the event that the Administrator of Health Services desires to terminate this contract before the term of service shall have expired, the Administrator of Health Services may do so by giving at one hundred and twenty (120) calendar days' notice of intent to the Superintendent. Said notice shall be sent by registered mail, return receipt requested, to the Office of the Superintendent of Schools. Notwithstanding the above, the Administrator of Health Services may request and the School Committee, upon the recommendation of the Superintendent, may consider termination of this contract in fewer than 120 calendar days.

If the Administrator of Health Services enters or leaves the system during the year, the Administrator of Health Services will be paid an amount which equals the actual number of days worked or to be worked divided by the total number of scheduled days in the year (260) multiplied by the Administrator of Health Services annual salary. Any sick leave advanced beyond one and one-half (1-1/2) days per month for the current year will be deducted before the final payment.

11. DEMOTION, DISMISSAL, DISCIPLINE: The Superintendent may dismiss, demote, suspend, or reprimand the Administrator of Health Services for good cause and in accordance with Massachusetts General Law. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. No Arbitrator may apply a

definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

12. TERMINATION OF CONTRACT BY SCHOOL COMMITTEE: The School Committee, upon recommendation of the Superintendent, shall terminate this contract without further financial obligation, prior to the expiration date hereof and in accordance with Massachusetts General Laws.
13. REDUCTION IN FORCE: Should there be a reduction in the number of Administrators employed by the School Committee, any Administrator whose position is eliminated who has also served as a member of Unit A of the East Longmeadow Education Association shall be considered for any open teaching position for which the Administrator of Health Services is qualified. If a conflict arises among Administrators who exercise this option, seniority shall apply in determining the consideration.
14. PROFESSIONAL ACTIVITIES: The Administrator of Health Services will seek and obtain the approval of the Superintendent prior to accepting speaking, lecturing, teaching, or other professional engagements outside the Town of East Longmeadow.
15. RESIDENCY: The Administrator of Health Services is encouraged to reside within the Town of East Longmeadow during the term of her employment.
16. LICENSE: The Administrator of Health Services shall furnish and maintain throughout the term of this agreement a current, valid and appropriate Massachusetts Registered Nurse License and a State Department of Education School Nurse License.
17. REIMBURSEMENT:
 - a. The Administrator of Health Services will be reimbursed for all approved expenses reasonably incurred in the performance of the Administrator of Health Services duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. All spending shall be approved in advance. Reimbursement shall not exceed \$1,000.
 - b. The Administrator of Health Services will be reimbursed or direct payment shall be made for dues to up to three (3) state and national professional organizations appropriate to his/her position approved in advance by the Superintendent. Reimbursement and/or payment for these expenses shall not exceed \$500.00.
 - c. The Administrator of Health Services will be reimbursed for expenses related to short-term or long term disability insurance and/or life insurance. The Administrator of Health Services shall select a policy or policies and shall present proof of payment to the Superintendent for reimbursement and/or direct payment. Reimbursement for these expenses shall not exceed \$3,000.00 per year.
18. EDUCATIONAL DEVELOPMENT AND IMPROVEMENT:
 - a. The Superintendent may authorize the attendance of Administrator of Health Services at workshops, seminars, conferences or other professional improvement sessions. This approval shall be with or without pay and may be with or without partial or full payment for reasonable expenses.
 - b. The School Committee will pay up to \$650.00 for graduate level courses in a school contract year for job-related courses approved in advance by the Superintendent of Schools.
19. RETIREMENT ASSOCIATION: The Administrator of Health Services shall be a member of the Massachusetts Teacher Retirement System as required by Massachusetts General Laws.
20. SERVICE RECOGNITION FOR RETIREMENT:
 - a. The Administrator of Health Services notifying the School Committee as soon as possible, but not later than June 30th of the school year prior to retirement, who has completed a minimum of 20 years of satisfactory teaching or administrative service, the last 10 of which have been in the teaching or administrative service of

the East Longmeadow Public Schools, will receive an additional amount of \$9,500.00 during the last year prior to retirement.

- b. In lieu of the above and upon the same notification and employment requirements, the Administrator of Health Services may elect to receive the above \$9,500.00 in a lump sum in the Administrator of Health Services final pay.
- c. In order to qualify for the above benefit the Administrator of Health Services intending to retire must give the 12 months' notice in writing to the School Committee. The Administrator of Health Services letter of notice must include a letter of resignation effective a date certain.
- d. The effect of this letter of notice of resignation is to resign from East Longmeadow at a fixed time. Once the letter is accepted, the East Longmeadow School Committee has no further obligation to employ the Administrator of Health Services after the effective date of resignation. Should the Administrator of Health Services die after submission of the above letter but prior to the effective date of resignation, this benefit or unpaid portion thereof shall be payable to the estate of the Administrator of Health Services.

21. FRINGE BENEFITS: Except as specifically provided in this agreement, the Administrator of Health Services shall be entitled to all insurance (medical, hospitalization, and life) benefits accorded other employees in the East Longmeadow Public Schools.
22. PERSONAL INJURY: Whenever the Administrator of Health Services is absent from work as a result of personal injury occurring in the course of employment, the Administrator of Health Services is entitled to Workers' Compensation wage payment and regular salary to the extent of his/her Leave With Pay account. The number of days charged to the Administrator of Health Services Leave With Pay account in such circumstances will be the proportion that the amount of sick leave actually paid bears to the full salary for a given period.
23. PROTECTION: The Administrator of Health Services will immediately report in writing to the Superintendent all cases of alleged criminal conduct or violation(s) of civil rights suffered by or allegedly committed by the Administrator of Health Services in connection with employment.
24. DRUG-FREE WORKPLACE ACT: Pursuant to the Drug-free Workplace Act (20 U.S.C. 701, et, seq.) and the regulations promulgated thereunder, the East Longmeadow School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.
 - 1) The School Committee hereby notified all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace – on school property or as part of school activities,
 - 2) As a condition of employment, all employees of the East Longmeadow Public Schools shall:
 - a. abide by the terms of Paragraph B; and
 - b. notify the School Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction; and
 - c. within thirty (30) calendar days of giving notice under paragraph (2), above, any employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal state or local health, law enforcement or other appropriate agency.

- 3) During the course of participation in a program under Paragraph 2 (c), above, the employee shall be considered on voluntary leave of absence without pay.
- 4) Any employee who is so convicted and who satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/his former employment position.
- 5) Any employee who is so convicted and who does not satisfactorily participate and complete an approved drug abuse assistance or rehabilitation program shall be terminated from her employment by the School Committee for failure to satisfactorily participate in and complete said program.
- 6) Based upon reasonable suspicion, the School Committee shall notify local, state or federal law enforcement authorities of any unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by any employee in the workplace.
- 7) The School Committee shall provide the employee with information regarding drug abuse assistance or rehabilitation programs approved by federal, state or local health, law enforcement or other appropriate agencies.

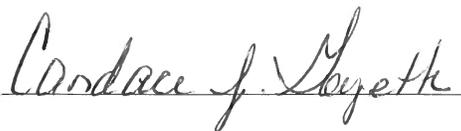
NON-DISCRIMINATION: It is the policy of the East Longmeadow Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents and employees of the East Longmeadow Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, disability, or sexual orientation.

Further, it is the policy of the East Longmeadow Public Schools to prohibit unlawful discrimination on the basis of sex, including, but not limited to, sexual harassment as defined in Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and M.G.L. Ch. 151B.1, sec. 1 (18). Sexual harassment is also prohibited in the workplace by M.G.L. Ch. 151A, sec. 25. All persons have the right to be free from sexual harassment (M.G.L. Ch. 214, sec. 1.); therefore, sexual harassment in any form is strictly forbidden in school, on school grounds, or at school-related activities.

25. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Superintendent and the Administrator of Health Services 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 a writing signed by the party against whom enforcement thereof is sought.
26. 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.

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

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and duplicate thereof this 12th day of June, 2023.





Candace Goyette
Administrator of Health Services

Date 6/12/2023

Gordon C. Smith
Superintendent of Schools

Date