

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT of SCHOOLS
Town of East Longmeadow, Massachusetts**

This agreement is made as of October 4, 2021 by and between the East Longmeadow School Committee, hereinafter referred to as the "Committee," and Gordon Smith, hereinafter referred to as the "Superintendent."

Both parties agree that the Superintendent shall perform in good faith the duties and obligations of a Superintendent as provided by Massachusetts General Laws and the rules of the Committee including, but not limited to: assisting the Committee in developing and accomplishing district goals and objectives; promoting creative management strategies to develop and administer a budget that reflects the resources of the town and advances the goals of the school system; fostering strong communications and developing a positive professional relationship with the Committee, staff and community; and exemplifying the fact that we are a learning organization on all levels. The Superintendent will both advise and report to the Committee as the leader of the District's administrative team.

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

1. EMPLOYMENT: The Committee hereby employs Gordon Smith as Superintendent of the East Longmeadow Public Schools and the Superintendent hereby accepts employment on the following terms and conditions:
2. TERM: The term of this Contract shall be six (6) years commencing on July 1, 2022 and remain in effect until June 30, 2028. Not later than July 1, 2027, the Committee will inform the Superintendent whether or not it shall enter into negotiations regarding a successor contract of employment as Superintendent of the East Longmeadow Public Schools. If no action is taken by the Committee, this contract shall be deemed to have been renewed for an additional one (1) year at a salary no less than the salary for the then current school year.
3. COMPENSATION: The Superintendent shall be paid a salary of:
 - a. For the period of July 1, 2022 through June 30, 2023, at the annual rate of \$173,689.00, dependent upon the Committee's overall evaluation of the Superintendent, from "Unsatisfactory," Needs Improvement," "Proficient" to "Exemplary;"
 - b. For the period of July 1, 2023 through June 30, 2024, at the annual rate of \$177,162.00, dependent upon the Committee's overall evaluation of the Superintendent, from "Unsatisfactory," Needs Improvement," "Proficient" to "Exemplary;"
 - c. For the period of July 1, 2024 through June 30, 2025, at the annual rate of \$180,705.00, dependent upon the Committee's overall evaluation of the Superintendent, from "Unsatisfactory," Needs Improvement," "Proficient" to "Exemplary;"
 - d. For the period of July 1, 2025 through June 30, 2026, at the annual rate of \$184,319.00, dependent upon the Committee's overall evaluation of the Superintendent, from "Unsatisfactory," Needs Improvement," "Proficient" to "Exemplary;"

- e. For the period of July 1, 2026 through June 30, 2027, at the annual rate of \$188,005.00, dependent upon the Committee's overall evaluation of the Superintendent, from "Unsatisfactory," Needs Improvement," "Proficient" to "Exemplary;" and
 - f. For the period of July 1, 2027 through June 30, 2028, at the annual rate of \$191,765.00, dependent upon the Committee's overall evaluation of the Superintendent, from "Unsatisfactory," Needs Improvement," "Proficient" to "Exemplary;"
 - f. The annual salary will be paid in biweekly installments.
 - g. If the Unit A successor Contract contains a yearly cost of living increase exceeding 2½%, the Committee and Superintendent will meet to discuss the percentage increase in the yearly compensation herein.
4. EVALUATION: The Superintendent shall be evaluated annually by the Committee while this contract is in effect. The evaluation instrument (Appendix A) as per Committee policy, shall contain a review of progress toward mutually established annual goals to be set on or before November 1st of each year of this contract. The Committee shall review its evaluation with the Superintendent annually on or before June 1st of each year.

The Superintendent will be given an opportunity to respond to his evaluation and make recommendations thereto prior to the Committee's final adoption of the evaluation.

5. GRIEVANCE PROCEDURE: Should either the Superintendent or Committee believe that a violation or inequitable application of any of the provisions of the contract have occurred, either party may submit a written grievance to the other. Within ten (10) days of such submission, the parties shall meet informally and make a good faith effort to resolve the grievance.

If the grievance is not resolved satisfactorily, either party may submit the grievance to binding arbitration within fifteen (15) days of the above-referenced meeting. Within ten (10) days after such written notice of demand for arbitration, the Committee and the Superintendent 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 for this purpose to municipal employers and employee. 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 the representatives of the Committee and the Superintendent and hold hearings promptly and will issue his/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/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue 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 Agreement or, except for clarification of the point at issue, to modify, alter, add to, or subtract from the

provisions of this Agreement. The award and decision made in any such arbitration shall be final and binding upon the Committee and the Superintendent. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Superintendent but each party shall bear its own expenses for the preparation and presentation of its case.

6. TERMINATION OF CONTRACT BY SUPERINTENDENT In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least one hundred and twenty (120) calendar days notice of his intention to the Chairperson of the Committee. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chairperson. Notwithstanding the above, the Superintendent may request and the Committee may consider termination of this contract in fewer than one hundred twenty (120) calendar days.
7. TERMINATION OF CONTRACT BY COMMITTEE: The Committee may terminate this contract for good cause, without further financial obligation, prior to the expiration date hereof in accordance with Massachusetts law.
8. CERTIFICATE: The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent of Schools for the Town of East Longmeadow as required by Massachusetts law.
9. PROFESSIONAL ACTIVITIES: The Superintendent will seek and obtain the prior written approval of the Committee prior to accepting compensated speaking, lecturing, teaching or other professional engagements outside the Town of East Longmeadow.
10. RESIDENCY: The Superintendent is encouraged to consider residing within the Town of East Longmeadow.
11. CONSULTATION: The Committee, individually and collectively, shall promptly refer to the Superintendent for his study and recommendation all criticisms, complaints and suggestions brought to its attention.
12. REIMBURSEMENT FOR TRAVEL EXPENSES AND DUES:
 - a. The Superintendent will receive reimbursements to cover all expenses reasonably incurred in the performance of his duties. Such expenses shall include, but shall not be limited to: costs of transportation, attendance at appropriate state and national meetings and conferences, meals while conducting official school business and meetings, supplies purchased personally by the superintendent.
 - b. The Superintendent will be reimbursed or direct payment shall be made for dues to the Massachusetts Association of School Superintendents, the New England Association of School Superintendents and the American Association of School Administrators.
 - c. (Travel Stipend): Recognizing that the Superintendent engages in extensive local travel throughout Western Massachusetts as part of his job on behalf of the East Longmeadow Public Schools, the Parties agree that he shall be paid a travel stipend at the annual rate of \$1,200.00. Payment shall be made in two (2) installments of \$600, each. The first installment shall be paid to him in December and the second installment shall be paid in June during each year this contract is in effect.

13. ANNUAL VACATION: The Superintendent shall earn twenty-five (25) working days' vacation for each fiscal year during the term of this contract. Should the contract be terminated prior to June 30th of a given fiscal 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. Subject to the prior approval of the Committee, the Superintendent may take up to ten (10) of those days when students are in attendance at school. The remainder will be taken during school vacation weeks and summer vacation period. A maximum of fifteen (15) days may be carried into the next fiscal year. Any accrued but unused vacation days over and above the fifteen (15) carryover days will be forfeited at the end of the fiscal year. At no time will the Superintendent accrue more than forty (40) vacation days. Upon termination of the contract, the Superintendent will be paid for any unused vacation days up to the forty (40) day total. The per diem rate of vacation pay will be determined by dividing the annual salary in effect at the time by two hundred sixty (260).
14. SICK LEAVE: The Superintendent will receive eighteen (18) days sick leave a year with accumulation limited to one hundred eighty (180) days. There will be no eligibility for "buy back" of unused sick leave upon termination of employment.
15. STATE RETIREMENT ASSOCIATION: The Superintendent shall be a member of the Teachers' Retirement System as required by Massachusetts law.
16. FRINGE BENEFITS: Except as specifically provided for in this agreement, the Superintendent shall be entitled to all health insurance benefits accorded other professionals in the East Longmeadow Public Schools. Leave with pay for state holidays, personal, religious, and professional reasons will also be comparable to those afforded to other professional personnel of the East Longmeadow Public Schools. In addition, during the five (5) years of this contract, the Superintendent shall be reimbursed, or direct payment shall be made as directed by him, for expenses related to insurance and annual benefits other than health (for example, life, short and long-term disability insurance). The Superintendent shall select the policy or policies of his choice and shall present invoices or proof of payment to the Committee for reimbursement and/or direct payment. These expenses shall not exceed the following:

2022-2023	\$7,000.00
2023-2024	\$7,000.00
2024-2025	\$7,000.00
2025-2026	\$7,250.00
2026-2027	\$7,500.00
2027-2028	\$7,750.00

17. LONGEVITY: The Superintendent shall, dependent upon the Committee's overall annual evaluation of him as "Proficient" or "Exemplary," receive a longevity payment on September 1st of each year of this Contract as follows:

2022-2023	\$5,200.00
2023-2024	\$5,400.00
2024-2025	\$5,600.00
2025-2026	\$5,800.00
2026-2027	\$6,000.00
2027-2028	\$6,200.00

18. PROFESSIONAL DEVELOPMENT: Subject to budgetary allocation, the Superintendent will receive reimbursement for professional development expenses directly related to his responsibilities including district initiatives and requirements for continued certification as Superintendent. The Committee may also request the Superintendent to consider attending a specific conference or program and designate funding for the same.

Notwithstanding the above, the Committee will pay up to six hundred fifty and 00/100 (\$650.00) dollars per year (July 1st-June 30th) toward individual courses for credit taken by the Superintendent.

19. PERFORMANCE: The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual written agreement between the Committee and the Superintendent.
20. 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 a writing signed by the party against whom enforcement thereof is sought.
21. INVALIDITY: If any paragraph, part of, or rider to this contract is invalid, it shall not affect the remainder of said contract, but said remainder shall be binding and effective against all parties.
22. DRUG FREE WORKPLACE ACT: The provisions of the Drug-Free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated thereunder are incorporated by reference herein.
23. 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, handicap, or sexual orientation, and gender identity.

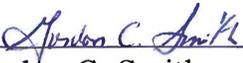
Further, it is the policy of the East Longmeadow Public Schools to prohibit unlawful discrimination on the basis of sex, including, but not be limited to, sexual harassment as defined in Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and M.G.L. chapter 151B,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

24. INDEMNIFICATION: The Committee shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent, provided the incident or incidents giving rise to such

proceedings arose while the Superintendent was acting within the correct scope of his employment and excluding criminal litigation. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. This indemnification provision shall survive expiration of this contract or the termination of the Superintendent's employment.

25. EXECUTION: This contract shall be executed in two counter parts, each of 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 4th day of October, 2021.



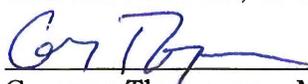
Gordon C. Smith
Superintendent



Sarah Truoiolo, Chair



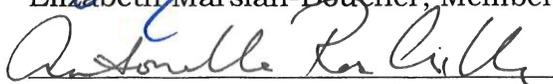
William Fonseca, Member



Gregory Thompson, Member



Elizabeth Marsian-Boucher, Member



Antonella Raschilla, Member