

CONTRACT OF EMPLOYMENT
Assistant Superintendent for Teaching and Learning
Town of East Longmeadow, Massachusetts

This agreement, made as of **June 26, 2025** by and between the East Longmeadow School Committee, hereinafter referred to as the "School Committee," and **Heather Brown**, hereinafter referred to as the "Assistant Superintendent for Teaching and Learning."

Both parties agree that the Assistant Superintendent shall perform in good faith the duties and obligations of the Assistant Superintendent as provided by Massachusetts General Laws, the Job Description for the Assistant Superintendent for Teaching and Learning, and the rules and policies of the School Committee. The Assistant Superintendent will report to and work under the direction of the Superintendent of Schools as a member of the administrative team of the system.

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

1. **EMPLOYMENT:** The School Committee hereby employs **Heather Brown** as Assistant Superintendent for Teaching and Learning in East Longmeadow Public Schools and the Assistant Superintendent hereby accepts employment on the following terms and conditions outlined in this contract.
2. **TERM:** The term of this contract shall be for three years commencing on **July 1, 2025 up to and including June 30, 2028. Not later than February 15, 2028** the Superintendent will inform the Assistant Superintendent whether or not he/she will enter into negotiations regarding a successor contract of employment as Assistant Superintendent in East Longmeadow Public Schools.
3. **COMPENSATION:** The Assistant Superintendent shall be paid a salary of:

- a. For the period of **July 1, 2025 through June 30, 2026** at an annual rate of **\$120,048**

The Assistant Superintendent has the opportunity to earn an additional stipend of 1% or \$1200 through accomplishing two mutually established goals with the Superintendent focused on helping the schools achieve its established SMART goals and allowing the Principal to grow professionally. Each goal when achieved would equal a stipend of .5%. The two goals once established will be attached to the contract each year. The Superintendent and Principal will review progress towards the goals at the Mid-Cycle Formative Evaluation and at the Summative Evaluation.

- b. For the period of **July 1, 2026 through June 30, 2027** at an annual rate of **\$122,449** dependent upon the *Superintendent's* overall evaluation of the Assistant Superintendent, from "Unsatisfactory," "Needs Improvement," "Proficient," "Exemplary;"

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- c. For the period of **July 1, 2027 through June 30, 2028** at an annual rate of **\$124,898** dependent upon the *Superintendent's* overall evaluation of the Assistant Superintendent, from "Unsatisfactory," "Needs Improvement," "Proficient," "Exemplary;"

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summer months of late June, July, and August unless prior approval for another arrangement is made in writing and in advance with the Superintendent. 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 Assistant Superintendent accrue more than 40 vacation days. Upon termination of the contract, the Assistant Superintendent 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 Assistant Superintendent shall meet with the Superintendent on or before May 30st 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 arises among Assistant Superintendent 's plans, seniority shall apply in determining the vacation schedule.

6. HOLIDAYS:

The Assistant Superintendent shall be eligible to take all state holidays plus the day after Thanksgiving and Christmas as paid holidays.

7. LEAVE WITH PAY

- a. The Assistant Superintendent will receive eighteen (18) days sick leave a year with accumulation limited to 180 days. The Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent from performing the duties of the Assistant Superintendent 's position to the limit of the Assistant Superintendent 's 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 Assistant Superintendent 's 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) Three (3) 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 Assistant Superintendent 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 Assistant Superintendent will give verbal notification to the Superintendent, but will submit a written statement on the approved form upon return. The Superintendent, at his discretion, consistent with the above notice provisions, may approve up to three (3) additional personal business days.
 - 6) Any other purpose, which the Superintendent shall approve in writing in advance.

b. Levels of Procedure

Level One: A Assistant Superintendent with a grievance will first directly discuss it orally with the Superintendent of Schools with the object of resolving the matter informally.

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

Level Three: If within fifteen (15) 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 Assistant Superintendent, 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 Assistant Superintendent in writing within fifteen (15) days after said meeting.

Level Four: If the grievance is not resolved to the satisfaction of the Assistant Superintendent, upon receipt of the written decision from the School Committee, the Assistant Superintendent 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 Assistant Superintendent 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 Assistant 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 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 Assistant Superintendent 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 Assistant Superintendent. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Assistant Superintendent but each party shall bear its own expenses for the preparation and presentation of its case.

- c. If an Assistant Superintendent does not file a grievance in writing with the Superintendent within ten (10) days after the Assistant Superintendent 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 Assistant Superintendent involved in presenting such grievance.

The Assistant Superintendent shall furnish and maintain throughout the term of this agreement a current, valid and appropriate State Dept. of Education certificate, qualifying the Assistant Superintendent to act as and or be licensed as a Supervisor/Assistant Superintendent within the state and for East Longmeadow Public Schools and the Town of East Longmeadow as required by Massachusetts General Laws.

15. PROFESSIONAL ACTIVITIES:

The Assistant Superintendent 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.

16. RESIDENCY:

The Assistant Superintendent is encouraged to maintain residence within the Town of East Longmeadow during the term of her employment.

17. REIMBURSEMENT:

- a. The Assistant Superintendent will be reimbursed for all approved expenses reasonably incurred in the performance of the Assistant Superintendent's 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 \$2,000.
- b. The Assistant Superintendent will be reimbursed, or direct payment shall be made, for expenses related to long-term or short-term disability insurance and/or life insurance. The Assistant Superintendent shall select the policy or policies and shall present invoices or proof of payment to the Superintendent for reimbursement and/or direct payment. Reimbursement and/or payment for these expenses shall not exceed \$3000 per year.
- c. The Assistant Superintendent will be reimbursed or direct payment shall be made for dues to up to three (3) state and national administrators' organizations appropriate to his/her position approved in advance by the Superintendent. Reimbursement and/or payment for these expenses shall not exceed \$1500.00.

18. EDUCATIONAL DEVELOPMENT AND IMPROVEMENT:

- a. The Superintendent may authorize the attendance of the Assistant Superintendent 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 contract year (July-June) for job-related courses approved in advance by the Superintendent of Schools.

19. STATE RETIREMENT ASSOCIATION:

The Assistant Superintendent shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws.

20. FRINGE BENEFITS:

Except as specifically provided in this agreement, the Assistant Superintendent shall be entitled to all insurance (medical, hospitalization, and life) benefits accorded to other administrators in the East Longmeadow Public Schools.

21. PERSONAL INJURY:

Whenever an Assistant Superintendent is absent from school as a result of personal injury occurring in the course of employment, the Assistant Superintendent 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 Assistant Superintendent's 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.

22. PROTECTION:

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.

26. 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, gender identity, 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.

27. ENTIRE AGREEMENT:

This contract embodies the whole agreement between the Superintendent and the Assistant 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.

28. 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 26th day of June in the year 2025.



Heather Brown, Date
Assistant Superintendent for Teaching and Learning



Gordon C. Smith, 6/26/25
Superintendent of Schools Date