

**CONTRACT OF EMPLOYMENT
ASSISTANT SUPERINTENDENT FOR BUSINESS
Town of East Longmeadow, Massachusetts**

This agreement, made as of **June 3, 2024** by and between the **East Longmeadow School Committee**, hereinafter referred to as the “**School Committee**”, and Pamela Blair, hereinafter referred to as the “**Assistant Superintendent for Business.**”

Both parties agree that the Assistant Superintendent for Business shall perform in good faith and in a competent manner the duties and obligations of the Assistant Superintendent for Business as provided by Massachusetts General Laws, the Assistant Superintendent for Business Job Description (Appendix A) and the rules and policies of the School Committee. The Assistant Superintendent for Business 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 Pamela Blair as the Assistant Superintendent for Business of the East Longmeadow Public Schools, and the Assistant Superintendent for Business hereby accepts employment on the following terms and conditions:
2. **TERM:** The term of this contract shall be for six years commencing **on July 1, 2024 up to and including June 30, 2030. Not later than January 15, 2030**, the Superintendent will inform the **Assistant Superintendent for Business** whether or not she will enter into negotiations regarding a successor contract of employment as Assistant Superintendent for Business of the East Longmeadow Public Schools.
3. **COMPENSATION:** The **Assistant Superintendent for Business** shall be paid a salary of:
 - a. **For the period of July 1, 2024 through June 30, 2025**, the annual salary will be \$138,048, dependent upon the Superintendent’s overall evaluation of the Assistant Superintendent for Business, from “**Unsatisfactory**”, “**Needs Improvement**”, “**Proficient**”, “**Exemplary**;”
 - b. **For the period beginning on July 1, 2025 through June 30, 2026**, the annual salary will be \$142,189, dependent upon the Superintendent’s overall evaluation of the Assistant Superintendent for Business, from “**Unsatisfactory**”, “**Needs Improvement**”, “**Proficient**”, “**Exemplary**;”
 - c. **For the period of July 1, 2026 through June 30, 2027**, the annual salary will be \$146,099, dependent upon the Superintendent’s overall evaluation of the Assistant Superintendent for Business, from “**Unsatisfactory**”, “**Needs Improvement**”, “**Proficient**”, “**Exemplary**;”
 - d. **For the period beginning July 1, 2027 through June 30, 2028**, the annual salary will be \$150,482, dependent upon the Superintendent’s overall evaluation of the Assistant Superintendent for Business, from “**Unsatisfactory**”, “**Needs Improvement**”, “**Proficient**”, “**Exemplary**;”
 - e. **For the period beginning July 1, 2028 through June 30, 2029**, the annual salary will be \$154,996, dependent upon the Superintendent’s overall evaluation of the Assistant Superintendent for Business, from “**Unsatisfactory**”, “**Needs Improvement**”, “**Proficient**”, “**Exemplary**;”

weeks and the summer months of 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. **The Assistant Superintendent for Business will have the option to be paid for up to ten (10) days of unused vacation time annually at her current per-diem rate of pay. Should the Assistant Superintendent take this option in a given year, the maximum vacation days allowed to be carried over to the new fiscal year will be the difference between 15 and the number of vacation days up to 10 for which the Assistant Superintendent is requesting to be paid.** At no time will the Assistant Superintendent for Business accrue more than 40 vacation days. Upon termination of the contract, the Assistant Superintendent for Business 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).

6. LEAVE WITH PAY

- a. The Assistant Superintendent for Business will receive eighteen (18) days sick leave a year with accumulation limited to **180** days. The days will be put into the Assistant Superintendent for Business' leave with pay account. The Assistant Superintendent for Business may be awarded up to 130 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 for Business will qualify for leave with pay and her leave with pay 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 for Business from performing the duties of her position to the limit of her 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 for Business's** Leave with Pay account. The definition of immediate family includes mother, father, sister, brothers, spouse, children, mother-in-law, father-in-law, foster parents, significant other, or guardians.
 - 5) **Five (5) personal business days** for reasons approved by the Superintendent, such as, but not limited to, legal matters not involving school, attending graduations or other family matters of major importance or concern and medical checkups. This leave shall be in addition to sick leave and accrued time. Except in emergencies, the Assistant Superintendent for Business 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 for Business will give verbal notification to the Superintendent, but will

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 twenty (20) days from submission of the grievance to the Secretary of the School Committee. The School Committee will render its decision to the Assistant Superintendent for Business in writing within fifteen (15) days after said meeting.

- c. If the Assistant Superintendent for Business does not file a grievance in writing with the Superintendent within ten (10) days after the Assistant Superintendent for Business 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.
- d. If the School Committee or the Superintendent, shall have a grievance against the Assistant Superintendent for Business on the basis that she is not abiding by the terms of this Contract, the Superintendent shall meet with the Assistant Superintendent for Business at the most informal level possible to discuss the grievance. If the Superintendent cannot settle the grievance to her satisfaction, the Assistant Superintendent for Business 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 Assistant Superintendent for Business, demand the grievance be submitted to binding arbitration.

9. TERMINATION OF CONTRACT BY ASSISTANT SUPERINTENDENT FOR BUSINESS: In the event that the Assistant Superintendent for Business desires to terminate this contract before the term of service shall have expired, she may do so by giving at least one hundred and twenty (120) calendar days notice of her intention to the Superintendent. Said notice shall be sent by registered mail, return receipt requested, to the office of the Superintendent. Notwithstanding the above, the Assistant Superintendent for Business 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 Assistant Superintendent for Business enters or leaves the system during the year, she 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 Assistant Superintendent for Business's 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.

10. DEMOTION, DISMISSAL, DISCIPLINE: The Superintendent may dismiss, demote, suspend, or reprimand the Assistant Superintendent for Business 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.
11. TERMINATION OF CONTRACT BY SCHOOL COMMITTEE: The School Committee, upon recommendation of the Superintendent, may terminate this contract for good cause, without further financial obligation, prior to the expiration date hereof in accordance with Massachusetts General Laws.

- a. In lieu of the above and upon the same notification and employment requirements an Assistant Superintendent for Business may elect to receive the \$15,000.00 in a lump sum in the Assistant Superintendent for Business final pay.
- b. In order to qualify for the above benefit, the Assistant Superintendent for Business intending to retire must give twelve (12) months notice in writing to the School Committee. The Assistant Superintendent for Business' letter (notice) must include a letter of resignation effective (date certain).
- c. The effect of this letter (notice) of resignation is to resign from East Longmeadow at a fixed time. Once the letter (notice) is accepted, the East Longmeadow School Committee has no further obligation to employ the Assistant Superintendent for Business after the effective date of resignation. Should the Assistant Superintendent for Business die after submission of the above letter but prior to the effective date of resignation, this benefit or unpaid portion shall be payable to the estate of the Assistant Superintendent for Business.

19. EDUCATIONAL DEVELOPMENT AND IMPROVEMENT:

- a. The Superintendent may authorize the attendance of the Assistant Superintendent for Business 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.

20. STATE RETIREMENT ASSOCIATION: The Assistant Superintendent for Business shall be a member of the Teachers' Retirement System as required by Massachusetts General Laws.

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

22. PERSONAL INJURY: Whenever the Assistant Superintendent for Business is absent from school as a result of personal injury occurring in the course of her employment, she is entitled to Workers' Compensation wage payment and her regular salary to the extent of her Leave With Pay account. The number of days charged to her 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 Assistant Superintendent for Business will immediately report in writing to the Superintendent all cases of alleged criminal conduct or violation(s) of civil rights suffered by her or allegedly committed by her in connection with her employment.

24. PERFORMANCE: The Assistant Superintendent for Business shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement in writing between the Superintendent and the Assistant Superintendent for Business. The Committee shall defend, hold harmless, and indemnify the Assistant Superintendent for Business from any and all demands, claims, suits, actions and legal proceedings excluding criminal, civil rights, and intentional tort litigation brought against the Assistant Superintendent for Business, provided the incident or incidents giving rise to such proceedings arose while the Assistant Superintendent for Business was acting within the correct

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.

27. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee and the Assistant Superintendent for Business 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 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 on the 5 day of June, 2024.

Pamela J. Blair 6/5/24
Pamela Blair, Date
Assistant Superintendent for Business

Gregory Thompson 6/6/24
Gregory Thompson, Date
School Committee Chairperson

15. Negotiates contracts involving special facilities and programs.
16. Assists in managing construction programs, bid documents and assists architects as needed.
17. Maintains an up-to-date inventory of school property.
18. Develops and administers a program for purchasing district-wide supplies and equipment.
19. Supervises programs of plant maintenance.
20. Assumes responsibility for budget development and long-range financial planning.
21. Prepares a written cost analysis to the superintendent of all collective bargaining agreement proposals and a detailed analysis of each proposal prior to any vote of the committee.
22. Advises superintendent on business and financial questions and performs additional duties as assigned.
23. Works to maintain effective district-community relations, and interprets the financial concerns of the district to the community.
24. Supervises all business and nonprofessional personnel as per collective bargaining contracts.
25. Develops in-service training programs for business personnel and secretarial staff in finance.
26. Assists in recruiting, screening, hiring, assigning, supervising, and evaluating personnel for positions in the offices under his/her jurisdiction.