

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
ERVING SCHOOL UNION #28
AND**

JULY 1, 2021 – JUNE 30, 2024

In consideration of the mutual promises herein contained, the Erving School Union #28, Franklin County, Massachusetts, acting for itself and the several local school committees of the Town of Erving, Leverett, New Salem, Shutesbury, and Wendell, as well as the New Salem/Wendell Union School committee, hereby agrees to employ at discretion _____ agrees to serve as Superintendent of Schools for the public elementary schools of the Town of Leverett, New Salem, Wendell and Shutesbury, for the public schools of the Town of Erving, and for the public elementary school of the New Salem/Wendell Union School District, said contracting parties hereinafter referred to as “the School Committee” and as “the Superintendent.”

1. Employment under this contract shall begin as of July 1, 2021 and shall continue in effect through June 30, 2024, or until this contract shall otherwise be legally terminated.
2. In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, she agrees to give at least sixty (60) days written notice of her intention to the School Committee, and to obtain from the School Committee Chair or Committee a release in writing from the obligations of this Agreement, which release shall not unreasonably be withheld. The contract may also be terminated with less than sixty (60) days written notice by mutual agreement between the School Committee and the Superintendent.

In the event there is a “fundamental change” in the structure of Erving School Union #28, this contract will become null and void. A “fundamental change” is a significant restructuring of Erving School Union #28, such as in the event a school committee or multiple school committees listed in this Agreement no longer continue as a part of Erving School Union #28. The parties may negotiate a new contract in the event of a “fundamental change”.

3. The School Committee agrees to pay the Superintendent effective July 1, 2021: \$144,000; effective July 1, 2022: \$146,880; and effective July 1, 2023: \$149,818.

An annuity payment of 2% of the yearly salary shall be paid annually (by the Committee or by the Erving School Union #28)

4. A cell phone reimbursement of \$100.00 monthly on the 1st day of the month shall be made to the Superintendent.
5. There will be an annual evaluation of the Superintendent’s work conducted by the Erving School Union #28 Committee. The Superintendent’s evaluation shall be conducted publically in accordance with M.G.L. c30A, §19-25. The Superintendent shall be advised at least 48 hours prior to a posted school committee meeting at which the evaluation is to be discussed, and she shall receive a copy of the individual evaluation of each member no later than at the

time of receipt of the 48 hours' notice. The discussion shall be limited to matters identified in the individual member's evaluations.

6. The School Committee will budget annually a total amount of \$3,000 for the cost of the memberships in the MASS, CVSR, MASCUE, NEASS, AASA and \$2,500 for local, state, or national conferences, registrations and expenses (e.g. hotel, meals) to be approximately spent at the discretion of the Superintendent for the Superintendent of Schools. The Superintendent will be required to participate in the new Superintendent Induction Program offered by MASS. The cost of the program will be paid by the Joint Committee.
7. The Superintendent shall receive twenty-five (25) working days' vacation for each year of this Contract. The Superintendent is entitled to carry over five (5) unused vacations days at the end of the contract year. If the Superintendent leaves prior to the end of the contract year, the vacation time for that year will be pro-rated based on the days worked during the course of that year.

Paid legal holidays* include:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

* If a holiday falls on a Saturday or Sunday, either the Friday before or the Monday after the holiday may be utilized.

The Superintendent shall be entitled to thirty-five (35) sick days at the commencement of this contract with an additional fifteen (15) sick days effective in the second and third year of the contract. There is no buyback of accumulated and unused sick leave.

The Superintendent shall be eligible to receive five (5) personal days each year of this contract. These days will not roll over from year to year.

Funeral leave is as follows:

Five (5) funeral days shall be allowed without loss of pay for any period or periods of consecutive days immediately before or after the day of the funeral or funerals, in the event of death in the immediate family. Immediate family is defined as spouse, child, parent, brother, sister, or any other person/relative living in the same household. Three (3) funeral days shall be allowed without loss of pay for any period or periods of consecutive days immediately before or after the day of the funeral or funerals, in the event of death of a grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or grandchild.

One (1) funeral day shall be allowed to attend the funeral of an aunt or uncle or someone as close as family.

8. In consideration of the extremely high number of night meetings each year, the Superintendent may take up to two (2) days per month as compensation leave. Said days may be taken in full or ½ day increments and must be used within 60 days from the month the days are earned.
9. The Superintendent will be eligible to receive the same term life insurance as other employees in the Erving School Union #28 office. The Superintendent will also be eligible to receive health insurance, paying the same portion of the cost as other employees in the Erving School Union #28 office.
10. The Superintendent agrees to devote her time, skills, talents, labor and attention, primarily to her duties as leader of the Erving School Union #28, providing, however, that the Superintendent, by agreement with the Erving School Union #28 Committee, may undertake consultative work, speaking engagements, writing, or other professional duties and obligations.
11. The Superintendent may be removed from her position subject to the provisions of the laws which have governed removal of school superintendents employed at discretion, that is, for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, or other good cause, and then only by a two-thirds vote of the full membership of the School Committee
12. The contracting parties further mutually agree, in consideration of the promises, that they shall become bound and obligated to observe the laws of the Commonwealth relating to education as well as the rules, orders, and regulations of the Erving School Union #28 Committee.
13. The Erving School Union #28 Committee provides for indemnification of the Superintendent in accordance with the terms of MGL c.258, s9.
14. The School Committees and the Superintendent, upon receipt of said notice by either party, shall make mutually satisfactory arrangements to engage in discussions regarding a successor contract by October 31, 2023.
15. If any provisions of this contract is held to be contrary to law by an appropriate court of law, all other provisions of the contract will continue in full force and effect and the contracting parties will meet for the purpose of amending or deleting the illegal provision. Any amendments mutually agreed upon will be incorporated in writing into the contract.