

**TOWN OF WEST SPRINGFIELD
EMPLOYMENT AGREEMENT**

This Agreement is made as of the 19th day of December 2016, between the West Springfield School Committee, with a principle place of business at 26 Central Street, West Springfield, Massachusetts (the "Committee") and [REDACTED], an individual residing in Longmeadow, Massachusetts (the "Superintendent").

The Committee and Superintendent agree as follows:

- 1. Employment.** The Committee hereby employs the Superintendent as Superintendent of the public schools of the Town of West Springfield, Massachusetts, and the Superintendent hereby accepts such employment on the terms and conditions contained in this Agreement.
- 2. Duties.** The Superintendent shall carry out the job duties and functions as generally set forth in the job description and as established by the School Committee and consistent with the powers and duties of the Superintendent contained in the General Laws of the Commonwealth. The Superintendent's job description is attached as "Appendix A".
- 3. Extent of Services.** The Superintendent shall devote his full time, attention, energies, skill and labor to the business of the West Springfield Public Schools during the term of this Agreement.
- 4. Termination.**

- a) The Committee may terminate this Agreement prior to June 30, 2020, for just cause including, but not limited to, inefficiency, incompetence, incapacity, conduct unbecoming a superintendent, insubordination, or failure on the part of the Superintendent to satisfy performance standards, or other just cause.

The Superintendent may seek review of the termination of this Agreement within thirty (30) days after receiving notice of his dismissal by filing a demand for arbitration with the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and shall be consistent with the procedures of M.G.L. c. 71, s. 42. The fee for the arbitration shall be split equally between the two parties involved in the arbitration. Neither party shall be responsible for costs and/or attorney fees of the opposing party. In no case shall the arbitrator's award include a requirement of reinstatement of the Superintendent.

- b) This Agreement specifically excludes any rollover provision. The Committee, on or before June 30, 2019, shall notify the Superintendent, in writing, whether they wish to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that they do not wish to commence negotiations for a successor agreement. **In such event, this Agreement shall terminate, as herein before provided, on June 30, 2020, and as of such date the Superintendent's employment shall terminate.**
- c) Should the Superintendent desire to terminate this Agreement prior to the end of this term, he shall give the Committee ninety (90) days notice, in writing, unless another mutually agreeable period is determined by the parties.

- 5. Compensation.** The Superintendent shall receive an annual salary in 52 equal weekly installments beginning as of July 1, 2016 as follows:

- a) SY16-17 - One hundred fifty-five thousand dollars (\$155,000)
- b) SY17-18 – One hundred fifty-eight thousand, one hundred dollars (\$158,100)
- c) SY18-19 – One hundred sixty-one thousand, two hundred sixty-two dollars (\$161,262)

Any adjustment to salary will be voted on by the Committee, will be effective at the commencement of the next contract year on July 1st and becomes part of this Agreement in the form of a written amendment. There will be an opportunity for a performance based bonus contingent on school district accountability level status (i.e. moving to a level 2 or level 1).

6. **Insurance.** The Superintendent shall be entitled to all medical, hospital and life insurance benefits available to employees of the Town of West Springfield.
7. **Holidays.** The Superintendent shall enjoy the following holidays with pay: 4th of July, Labor Day, Columbus Day, Veterans' Day, ½ day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, the day before Christmas*, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Good Friday*, Memorial Day and one (1) religious holiday. **As long as school is not in session or holiday does not fall on a weekend.*
8. **Vacation.**
 - a) **Entitlement.** The Superintendent shall be eligible for paid vacation in the amount of twenty (20) days during each contract year (July 1st through June 30th). Vacation time shall be taken at the convenience of and with the prior approval of the Chairperson of the School Committee.
 - b) **Unused Vacation.** The Superintendent may bank up to three (3) unused vacation days from year to year in accordance with the Town of West Springfield's vacation policy. Accumulated vacation time will be paid at per diem rate upon retirement or resignation.
 - c) **Vacation Benefits upon Termination.** Vacation days will be pro-rated if the Superintendent's employment is terminated (including resignation and retirement) within the first eight (8) months of the fiscal year. (For example, if the Superintendent resigns/retires on September 30: the annual vacation days that were eligible for use as of July 1 will be prorated to ¼ of the annual amount for the fiscal year.) In the event that the Superintendent has used more vacation days than he was eligible to use (after the pro-rated calculation), then the dollar value of the excess days used shall be deducted from any outstanding pay that is due to the Superintendent.
9. **Funeral Leave.**
 - a) **Immediate Family.** The Superintendent shall be granted up to five (5) days of funeral leave at one (1) time in the event of death of the Superintendent's spouse, child, parent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, or other member of the immediate household. This leave shall be in addition to any sick leave.
 - b) **Extended Family.** The Superintendent shall be granted up to three (3) days of funeral leave at any one (1) time in the event of death of the Superintendent's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew, unless such person is a member of the immediate household in which case section 9(a) shall apply. This leave shall be charged to sick leave.
10. **Personal Leave.** The Superintendent shall be entitled to three (3) days personal leave during each contract year for religious, personal or legal matters which require absence during the work day and which cannot be taken care of during other dates or times.
11. **Sick Leave.**
 - a) **Use.** Except as provided above in the paragraph (b) of Section 9, Funeral Leave, sick leave is to be used exclusively for a bona fide illness of or injury to the Superintendent, which precludes the Superintendent from performing the duties of his job.
 - b) **Entitlement.** The Superintendent shall be eligible for fifteen (15) paid sick leave days during each contract year (July 1st through June 30th). The Superintendent shall be allowed to transfer sick time accumulated while employed in the West Springfield Public School system. The Superintendent may accumulate up to a maximum of two hundred thirty (230) sick leave days.
 - c) **Buyout.** Upon termination of this Agreement, retirement or resignation, the Superintendent shall be entitled to thirty-five dollars (\$35.00) per day for unused sick leave up to a maximum of two hundred (200) days for a maximum reimbursement of seven thousand dollars (\$7,000.00). Combined compensation of vacation and sick leave buyback cannot exceed ten thousand dollars (\$10,000.00). Upon retirement only, combined compensation of vacation and sick leave buyback (230 days at \$35/day~\$8,050) will be increased to twenty thousand dollars (\$20,000).
 - d) **Notification.** For all absences beyond three (3) consecutive days, the Committee shall be notified. The Committee may, in its discretion, require a doctor's report concerning any illness or injury.

12. **Family Illness.** The Superintendent shall have up to a total of five (5) days of sick leave per contract year for illness in the “immediate family” where it becomes necessary for the Superintendent to assist in the care of those immediate family members who are ill. Immediate family shall include the Superintendent’s spouse, children or parents, when such relatives reside in the Superintendent’s household. Such leave shall be charged to sick leave.
13. **Reimbursement for Conference, Dues and Mileage.**
 - a) **Conference.** Subject to the availability of funds, the Committee will reimburse the Superintendent up to a maximum of two thousand dollars (\$2,000.00) each contract year for reasonable and necessary out-of-pocket expenses incurred by the Superintendent in attending conferences of an educational nature related to his job responsibilities as Superintendent. Vouchers or receipts shall verify such expense. The Superintendent shall notify the Committee in advance of his intention to attend this annual conference.
 - b) **Dues.** The School Committee shall pay the annual membership dues for the American Association of School Administrators (A.A.S.A.) and the Massachusetts Association of School Superintendents (M.A.S.S.).
 - c) **Mileage.** The Committee shall reimburse the Superintendent up to one thousand five hundred dollars (\$1,500.00) for qualifying mileage in accordance with the Town of West Springfield’s reimbursement policy.
14. **License Requirements.** During the term of this Agreement, and any extension thereof, the Superintendent shall as a condition of employment maintain all certifications or other requirements imposed by the Commonwealth of Massachusetts upon individuals acting as Superintendents of Schools within the Commonwealth.
15. **Evaluation.** The Superintendent shall be evaluated in accordance with regulatory authority: 603 CMR 35:00: M.G.L. c.69, §1B; c. 71, §38 and the DESE Model Evaluation System for Administrators and/or as provided by the Committee in conjunction with feedback from the Superintendent.
16. **Personnel File.** The Committee shall maintain the Superintendent’s personnel file in a secure filing cabinet. No document shall be placed in the Superintendent’s personnel file without the knowledge of the Committee and the Superintendent. The signature of the Superintendent and Committee Chairperson will acknowledge placement of the document in the file.
17. **Entire Agreement.** This Agreement 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. This Agreement may not be revised or amended except by a written document signed by both the Committee and the Superintendent.
18. **Invalidity.** If any section or part of this Agreement is found to be contrary to law, it shall not affect the remainder of the Agreement, and the remainder shall be binding and effective against both the Committee and the Superintendent.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the day and date first set forth above.

SCHOOL COMMITTEE

SUPERINTENDENT

 Mayor William Reichelt
 Chairman of the School Committee

Approved as to Available Funds:

 Sharon A. Wilcox, Chief Financial Officer

“APPENDIX A”
SUPERINTENDENT JOB DESCRIPTION

The Superintendent of Schools shall be the Chief Executive Officer of the School Committee. The Superintendent shall have the following responsibilities:

1. RELATIONSHIP WITH THE SCHOOL COMMITTEE:

- A. Keeps the School Committee informed on issues, needs and operation of the school system through weekly written communication with the committee members.
- B. Offers professional advice to the School Committee on items requiring School Committee action, with appropriate recommendations based on thorough study and analysis.
- C. Interprets, supports and executes the intent of all School Committee policies.
- D. Seeks and accepts constructive criticism of his/her work.
- E. Has a professional working relationship with the School Committee.

2. COMMUNITY RELATIONSHIPS:

- A. Maintains, fosters and develops community respect and support for the school operation.
- B. Considers problems and opinions of all groups and individuals.
- C. Develops friendly and cooperative relationships with news media.

3. STAFF AND PERSONNEL RELATIONSHIPS:

- A. Develops and executes sound personnel procedures and practices in accordance with the policies of the School Committee and any applicable general laws.
- B. Develops good staff morale and loyalty to the school system.
- C. Treats all personnel fairly, while insisting on performance of duties. Takes disciplinary action up to and including discharge when appropriate in conformance with Chapter 71 of the Massachusetts General Laws and any applicable contracts or collective bargaining agreements.
- D. Delegates authority to staff members appropriate to the position each holds.
- E. Recruits and assigns the most qualified personnel in terms of their competencies.
- F. Encourages participation of appropriate staff members and groups in planning, procedures and policy interpretation.
- G. Evaluates performance of staff members, giving commendation for good work, as well as constructive suggestions for improvement.
- H. Takes an active role in development of salary schedules for all personnel and recommends to the School Committee the levels which, within budgetary limitations, will best serve the interests of the school system.

4. EDUCATIONAL LEADERSHIP:

- A. Maintains liaison with state and federal legislators in effort to accomplish legislation beneficial for the educational system.
- B. Understands and keeps informed regarding all aspects of the instructional program.
- C. Maintains active membership in professional organizations.
- D. Resourceful in visualizing and analyzing new ideas, methods and products; and participates with staff, School Committee and community in studying and developing curriculum improvement.
- E. Organizes a planned program of staff evaluation and improvement.

- F. Provides democratic procedures in curriculum work, utilizing the abilities and talents of the entire professional staff and lay people of the community.
- G. Inspires others to achieve the highest professional standards.
- H. Has a firm belief that the public schools are operated for the benefit of the children, not for the School Committee, administrators, teachers or parents.
- I. Keeps abreast of legislative initiatives that affect public education.

5. BUSINESS AND FINANCE:

- A. Provides leadership and is responsible for determining the needs of the school programs, facilities, equipment and supplies.
- B. Supervises operations, insisting on competent and efficient performance.
- C. Determines that funds are spent wisely and that adequate control and accounting are maintained.
- D. Evaluates financial needs and makes recommendations for adequate financing.
- E. Is aware of potential budget deficits and makes recommendations to School Committee for maintaining a balanced budget.

6. PERSONAL QUALITIES:

- A. Maintains high standards of ethics, honesty and integrity in all personal and professional matters.
- B. Earns respect and standing among professional colleagues.
- C. Demonstrates ability to work well with individuals and groups.
- D. Exercises sound professional judgment and democratic processes in arriving at decisions.
- E. Possesses and maintains the health and energy necessary to meet the responsibilities of the position.
- F. Maintains poise and emotional stability in the full range of professional activities.
- G. Is suitably attired and well groomed.
- H. Communicates effectively in dealing with staff members, the School Committee and the public.
- I. Completes tasks in a timely manner, possessing good management skills.
- J. Thinks well on his/her feet when faced with an unexpected or disturbing turn of events.
- K. Maintains professional development by reading, conference attendance, work on professional committees, visiting other districts and meeting with other Superintendents.

7. OTHER DUTIES:

- A. Performs other such duties as directed by the School Committee and in accordance with Chapter 71 of the Massachusetts General Laws.