



**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE LONGMEADOW SCHOOL COMMITTEE
AND
MARIE DOYLE (Superintendent)**

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Longmeadow School Committee (hereinafter referred to as "the Committee") and Marie Doyle (hereinafter referred to as "the Superintendent"). This Agreement shall be effective as of July 1, 2010. For mutual consideration expressed herein, the parties agree as follows:

1. Term:

The Committee agrees to employ the Superintendent and the Superintendent agrees to accept such continued employment for a term of three (3) years, commencing July 1, 2010 and terminating on June 30, 2013 unless terminated earlier in accordance with the provisions of Section 8 herein. For the purposes of this Agreement, a contract year shall commence on July 1st and end the following June 30th.

2. Compensation:

- a. In consideration of the salary for each contract year as provided herein, the Superintendent agrees to perform faithfully the duties of Superintendent. The Superintendent's salary shall be One Hundred Fifty Five Thousand dollars (\$155,000) for the first contract year, July 1, 2010 through June 30, 2011. For the second and third years during which this contract is in effect, the Committee and the Superintendent shall meet within ninety (90) days prior to the end of the fiscal year for purposes of reviewing the Superintendent's salary which may be adjusted based upon performance, and is subject to agreement. Unless otherwise agreed, the salary in year two and three of the contract shall be \$155,000.
- b. The Superintendent's annual salary shall be payable in equal biweekly installments in accordance with the rules of governing payment of other professional staff in the Longmeadow Public School district. The Superintendent's annual salary shall be earned ratably throughout the contract year and shall be prorated for work of less than one full contract year.

3. Term Life/Disability Insurance.

The Committee shall provide up to one thousand dollars (\$1,000) per year of this contract for the purpose of providing disability and/or life insurance for the Superintendent.

The beneficiary thereof shall be selected by the Superintendent. Appropriate tax, FICA and retirement withholdings shall be made.

4. Performance Evaluation:

- a. Performance Evaluation. The Committee shall devote at least a portion of one meeting before June 30 in each year of the Superintendent's employment by the District to an evaluation of her performance and working relationship with the Committee. This performance evaluation shall be based upon performance criteria mutually agreed upon by the parties, and shall be reduced to writing in a form mutually agreed upon by the parties. Such meeting shall be held in open session in accordance with the provisions of Massachusetts General Laws chapter 30A, sections 18-25. The Committee Chair or her designee shall prepare a composite summary statement of the Superintendent's performance which will be considered, subject to amendments, and voted by the Committee as the evaluation of the Superintendent and made public.

5. Duties and Responsibilities:

- a. The Superintendent shall be the superintendent and chief executive officer for the Longmeadow Public Schools and shall perform all the duties of and possess all the authority now or hereafter imposed upon or granted to a Superintendent of Schools under provisions of the statutes of the Commonwealth of Massachusetts and by rule or regulation of the Commissioner of Education, and applicable policies of the Longmeadow School Committee.
- b. As way of example, and not limitation, the Superintendent shall be responsible for, among other things, hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing her subordinates and employees in the Longmeadow Public Schools, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school system, establishing and implementing sound financial management procedures and otherwise organizing the school system in a manner that best serves the educational needs of the students in the Longmeadow Public Schools in accordance with Massachusetts General Laws and regulations, applicable federal laws and regulations, and applicable Committee policies. The Committee may, from

time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of a Superintendent of Schools in the Commonwealth of Massachusetts.

- c. The Superintendent shall attend all meetings of the Longmeadow School Committee, unless excused, and may participate in all School Committee deliberations except when matters relating to her own employment are under consideration. She shall assist the Chairperson of the School Committee in setting agendas for school committee meetings and in preparing for School Committee meetings. She shall advise the School Committee on policies, procedures, and plans and shall take the initiative in presenting and recommending policies, procedures, and planning issues to the School Committee.
- d. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Employment Agreement; provided, however, that she may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities with or without remuneration, so long as such work and activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein. If the professional activities require the Superintendent to be absent from the Longmeadow School District, she must apply to the School Committee for the approval of such professional leave. In the event the Committee meeting occurs after such proposed professional leave, the Superintendent may apply to the Committee Chair or his/her designee in the Chair's absence.

6. Reimbursement for Work-Related Expenses and Professional Development:

Subject to the provisions in this Section 6, the Superintendent is authorized to incur reasonable expenses in connection with the performance of her duties including expenses for professional conferences, travel, lodging, and meal expenses approved by the Committee. The district will reimburse the Superintendent each month for all expenses upon presentation by the Superintendent of receipts and an itemized account of such expenditures.

- a. Membership dues. The Committee shall reimburse the Superintendent for memberships in MASS and ASCD.
- b. Conferences and Professional Development. The Superintendent may attend the annual convention of the State and National Associations of School Administrators and such other professional meetings that the Superintendent and School Committee agree upon, the reasonable expenses of such attendance, lodging and travel to and from, to be advanced or reimbursed by the Committee.

- c. Mileage Reimbursement for Out-of-District Travel. The Committee shall reimburse the Superintendent for mileage expenses based on the current reimbursement rate established by the IRS for any travel outside of the district on school business.
- d. Communication Device. The Committee shall provide the Superintendent with a communication device that will enable both phone and e-mail/internet contact and shall pay the monthly expenses for such a device during the life of this contract.

7. Work Year, Leave Benefits, Group Health and Life Insurance:

- a. Work Year. The work year for the Superintendent is twelve months commencing July 1st of each contract year and ending the following June 30th.
- b. Vacation. The Superintendent shall be granted twenty-five (25) working days of vacation, exclusive of legal holidays recognized as such by the Committee, per contract year. The Superintendent shall be allowed to carry-over up to five (5) days of unused vacation per year.
- c. Holidays. The Superintendent shall receive the following paid holidays during each contract year: July 4th, Labor Day, Columbus Day, Veterans' Day, one-half day immediately preceding Thanksgiving, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Years Day, Dr. Martin Luther King Jr.'s Birthday, President's Day, Patriot's Day, and Memorial Day.
- d. Sick Leave. The Superintendent shall accrue fifteen (15) sick leave days per contract year and may accumulate unused accrued sick leave days up to a maximum of forty-five (45) days. In the event of a catastrophic medical situation, the Superintendent may request of the Committee and the Committee may grant, additional sick leave.
- e. Personal Days. The Superintendent may use up to two (2) personal days per contract year for important legal and/or personal business. Such personal days shall not be taken immediately before or after a school holiday or school vacation period. The words "vacation period" shall include the period between the school years so that personal days shall not be taken on the first and/or last days of any school year. Except in an emergency, the Superintendent taking an absence hereunder shall notify, in writing, the Committee Chair, at least twenty-four (24) hours before the commencement of such absence. Personal days may not be carried over into subsequent contract years.
- f. Bereavement Days. The Superintendent may use up to three (3) days for bereavement in the event of loss of immediate family member (spouse/partner, parent/grandparent, other close family member). Additional leave is up to the discretion of the Chair. Except in an emergency, the Superintendent taking an absence hereunder shall notify the Committee Chair in writing, by email or by

phone, with as much notice as possible, before the commencement of such absence.

- g. Group Health and Life Insurance. The Superintendent shall be entitled to participate in group health insurance and life insurance offered by the Town of Longmeadow as is offered by such Town to its non-unionized employees, and the Superintendent's participation in such group health insurance and life insurance shall be on the same terms and conditions as such insurance is generally available to non-unionized employees of the Town.

8. Termination of Employment Agreement:

- a. By the Committee With Cause. During the term of this Agreement, the Committee may suspend the Superintendent from her position as superintendent and/or may terminate her employment and this Employment Agreement for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against her, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within seven (7) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of Massachusetts General Laws chapter 30A §§18-25. The hearing shall be public or private, at the option of the Superintendent, and the Superintendent shall be entitled to have her legal counsel present to advise her. The Superintendent shall be responsible for paying all fees and costs associated with her own legal counsel. The decision of the Committee, after such hearing, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the School Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Superintendent may request or the Committee may require the Superintendent to use her accrued vacation days prior to the effective date of termination.
- b. Early Termination. By a super majority vote of five (5) members of the Committee, the Committee may terminate this Employment Agreement and the Superintendent's employment at any time prior to June 30, 2013 without cause by providing the Superintendent with at least *one-hundred and twenty (120) calendar days* written notice and paying the Superintendent an early termination payment of the lesser of seventy-five -thousand dollars (\$75,000) *or the remaining amount on this Employment Agreement.* In the event of termination pursuant to this paragraph, with the exception of the early termination payment, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive

salary payments and benefits payable after the effective date of termination. The Superintendent may request or the Committee may require the Superintendent to use her accrued vacation days prior to the effective date of termination.

- c. For Disability. If the Superintendent is absent from work on account of a disability for a continuous period of ninety (90) days or for more than one hundred and eighty (180) calendar days, whether continuous or not, in any rolling twelve (12) month period, the Committee shall have the option of terminating her employment and this Employment Agreement. If the Committee exercises its option to terminate the Superintendent's employment and this Employment Agreement, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.
- d. By the Superintendent. The Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than one hundred (100) days advance notice. In the event of termination pursuant to this paragraph, the School Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request or the Committee may require the Superintendent to use her accrued vacation days prior to the effective date of termination.

9. Representation of Superintendent and Medical Examination:

- a. Certification/Licensure. The Superintendent hereby represents to the Committee that she is currently certified to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Elementary and Secondary Education formerly known as the Massachusetts Department of Education and hereinafter referred to as the "Department of Education", and the Superintendent shall maintain such certification and licensure as is required pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Education and the Massachusetts Department of Education.
- b. Fitness for Duty and Medical Examination. The Superintendent represents that on the day she executed this Employment Agreement she is able to perform the essential functions of the position of Superintendent of Schools. The Superintendent agrees to submit to comprehensive medical examinations at the request of the Committee to determine the Superintendent's fitness to perform the essential functions of her position, and the Superintendent agrees to authorize a summary of the results indicating that she is able to perform the functions of the job.

10. Indemnification:

- a. In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of her employment or under the direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent in accordance with Section 8 of this Employment Agreement.
- b. As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.
- c. This Section 10 shall survive the termination of this Employment Agreement.

11. Notices:

Any notice required or desired to be given under this Employment Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified-mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy to the home address of the Chairperson of the Committee.

12. Entire Agreement:

This Agreement contains the entire understanding between the Committee and the Superintendent with respect to the subject matters herein and supersedes all prior agreements. This Agreement may not be modified or amended other than by an agreement in writing that has been executed by the parties hereto.

13. Invalidity:

If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provision shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the

extent necessary to make it or them enforceable.

14. Governing Law:

This Agreement shall be interpreted, enforced, governed, and construed under, and in accordance with, the laws of the Commonwealth of Massachusetts.

15. Counterparts:

This Agreement will be executed in two counterparts, each of which will be deemed to be an original, and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this 30 day of March, 2010.

By: Mary Vogel
Mary Vogel, School Committee Chair

By: Marie Doyle
Marie Doyle, Superintendent