

CONTRACT OF EMPLOYMENT

This contract made this 19th day of November 2014 by and between the Douglas School Committee hereinafter referred to as the "Committee" and Norman Yvon hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. EMPLOYMENT:

The "Committee" hereby agrees to employ the "Superintendent" as Superintendent of the schools of the District for a period to commence as of January 2, 2015 and to end on June 30, 2018. The School Committee shall notify the Superintendent in writing by certified mail return receipt requested to his place of residence on/or before June 30, 2017 as to whether it intends to renew said Agreement for one additional year beyond the expiration date of June 30, 2018 for an expiration date of June 30, 2019. Failure to provide said notices will result in the additional contract extensions reflected above. This contract cannot be extended beyond June 30, 2019.

II. RESPONSIBILITIES/DUTIES

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in M.G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth. The parties hereto agree that:

- (A) The Superintendent shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment assignment evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State

Law and contract obligations. Consistent with state law or regulations, these duties may be delegated to other Administrators and Principals.

- (B) The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent and/or a designee of the School Committee. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by his staff under his direction. Regular duties include supervisions and oversight of any and all state and federal grant programs.
- (C) The Superintendent is assured that Committee rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

III. EVALUATION

- (A) The Committee shall annually evaluate the performance of the Superintendent in writing in accordance with an evaluation instrument consistent with 603CMR 35.00 and which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. Such instrument shall be considered as part of and incorporated by reference in this document.
 - 1. Discussion of performance will take place in open session.
 - 2. The evaluation will be conducted according to current laws applicable at the time of the evaluation.
 - 3. The performance assessment shall be used for the following purposes:
 - a. to strengthen the working relationship between the District and Superintendent and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies on the Superintendent to fulfill;
 - b. to discuss and establish reasonable joint expectations and goals for the ensuing year, including the impact of Statewide Performance Standards.
 - 4. In addition, the Superintendent shall meet with the Committee after compilation of the composite referred to above, at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.

IV. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et. seq. and 807 CMR 6.01 et. seq., the Superintendent's regular compensation shall include, in consideration for services provided:

A. **SALARY:**

The Committee shall provide the following salary as part of the Superintendent's compensation for all services rendered:

1. **Initial Salary**

The Committee shall pay the Superintendent an annual salary of \$125,000 commencing January 2, 2015 and pro-rated for the balance of the 2015 fiscal year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. Effective July 1, 2015 the Committee shall pay the Superintendent an annual salary of \$126,250.

The Superintendent's salary rate and benefits for subsequent years will be based upon performance evaluation of the Superintendent's overall performance of long term and short term goals defined by the Committee.

On or before February 1, 2016, the Committee and the Superintendent shall engage in good faith efforts to agree on salary and benefits for the second year of the contract which shall commence on July 1, 2016 and end on June 30, 2017.

If notice on non renewal is not provided in Section 1 on or before February 1 of each renewal year of this agreement, the Committee and the Superintendent shall engage in good faith efforts to agree on salary and benefits for the following fiscal year.

2. **No Reduction**

The Superintendent's salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto.

The Committee shall give written notice to the Superintendent on or before February 1st of any year during this contract that it desires to alter, amend or terminate any or all of the terms hereof. The Superintendent shall give the Committee one hundred and twenty (120) days written notice of his desire to alter, amend, or terminate any or all of the terms hereof.

3. **Payment Schedule**

The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the

Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

B. INSURANCE, AND OTHER REGULAR COMPENSATION FOR SERVICES

1. **Medical/Related Insurances**

a. **Health**

At the Superintendent's option, the Blue Cross Blue Shield Plan, HMO or other applicable Health Insurance Program available to employees of the District shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees of the District, including, but not limited to, health insurance premium payments on and during his retirement.

b. **Dental Care**

The Committee shall make available to the Superintendent a Dental Health Care Program available to all employees.

c. **Long Term Disability Insurance**

Long Term Disability Insurance shall be made available to the Superintendent in accordance with the benefits accorded all other District employees.

3. **Sick Leave**

The "Superintendent" shall be credited with 18 sick days each July 1st, beginning July 1, 2015 and each subsequent July 1st will be granted 18 sick days to a maximum of 200 accumulated sick days. There shall be no payment for unused sick leave.

4. **Administrative Leave**

The Superintendent shall be granted five (5) personal leave days annually. Such leave is non-cumulative.

5. **Vacation**

The Superintendent shall be credited with 25 paid vacation days on each July 1. In the event that the Superintendent terminates his employment prior to June 30th, he is entitled only to a pro rata share of vacations. If all vacation time has been utilized prior to his termination of employment, a per diem amount will be withheld from his final paycheck.

a. All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, or death at the then effective per diem rate of pay calculated based on two-hundred sixty (260) days.

b. The Superintendent shall be entitled to all holidays and half days before holidays recognized by the Committee and made available to any other District employee.

7. **Computer - Technology**

The Committee shall provide computer or other technology for use by the Superintendent in his residence or in school. The Committee agrees to upgrade software as needed. The contents of the laptop or other technology is the property of the Committee and the Superintendent shall return said equipment upon termination, resignation or expiration of his contract.

For the period of this contract, the Committee shall provide the Superintendent a cellular telephone stipend consistent with current district practice as provided to other senior district administrators.

V. EXPENSES RELATED TO EMPLOYMENT

The School Committee will budget \$3,000 per year for business related expenses including in and out of district travel, professional development, tuition reimbursement, professional subscriptions, memberships in professional organizations, and participation in community events related to school department business. Whenever possible, expenditures under this paragraph should be made through the Town's account payable system.

In addition, the Committee shall provide mentoring for the Superintendent over the duration of the initial contract utilizing the Massachusetts Association of School Superintendent's New Superintendent Induction Program.

VI. TERMINATION

The Superintendent shall be subject to discharge for good cause by a vote of the full Committee. Without limiting the meaning of the term "good cause", it includes inefficiency, incompetence, insubordination, incapacity, conduct unbecoming a Superintendent of schools, or other "good cause" as defined by the Supreme Judicial Court in cases involving Massachusetts Public Schools. In the event the Committee desires to discharge the Superintendent for cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, fourteen (14) days' notice as required by the General Laws of the time and place of a hearing thereon, and a fair hearing before the Committee, which hearing shall be open to the public if the Superintendent so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing at his own expense. The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the Committee's vote to dismiss the Superintendent. The arbitration will be conducted under the Arbitration Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

VII. RESIGNATION

The Superintendent must provide one hundred twenty (120) days notification of intent to resign unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

VIII. SALARY DEDUCTIONS

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

IX. INDEMNIFICATION

The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of MGL c. 258 Sections 2, 9 & 13. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable.

X. ENTIRE AGREEMENT

This contract 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. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

XI. INVALIDITY

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

School Committee

By *Smya W Bonchard*
Chairman

Nat P. [Signature]
Superintendent

Date: *11/19/14*

ADDENDUM TO THE CONTRACT
BETWEEN
THE DOUGLAS SCHOOL COMMITTEE
AND
NORMAN YVON

Effective July 1, 2014 – June 30, 2016

Except as indicated herein, the contract between the Douglas School Committee and Norman Yvon effective January 2, 2015 through June 30, 2018 remains in full force and effect.

Addendum to Section IV. Regular Compensation, subsection A. Salary:

1. **Initial Salary**

The Committee shall pay the Superintendent an annual salary of \$125,000 commencing January 2, 2015 and pro-rated for the balance of the 2015 fiscal year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. Effective July 1, 2015 the Committee shall pay the Superintendent an annual salary of \$125,625.

The Superintendent's salary rate and benefits for subsequent years will be based upon performance evaluation of the Superintendent's overall performance of long term and short term goals defined by the Committee.

On or before February 1, 2016, the Committee and the Superintendent shall engage in good faith efforts to agree on salary and benefits for the second year of the contract which shall commence on July 1, 2016 and end on June 30, 2017.

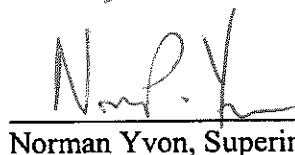
If notice on non renewal is not provided in Section 1 on or before February 1 of each renewal year of this agreement, the Committee and the Superintendent shall engage in good faith efforts to agree on salary and benefits for the following fiscal year.



Scott Yacino, School Committee Chair

9/16/15

Date



Norman Yvon, Superintendent of Schools

9/16/15

Date