

**SUPERINTENDENT NORFOLK PUBLIC SCHOOLS  
CONTRACT OF EMPLOYMENT**

This contract is made as of July 1, 2015 by and between the Norfolk School Committee, hereinafter referred to as the Committee and [REDACTED], hereinafter referred to Superintendent.

**EMPLOYMENT**

The Norfolk School District hereby employs [REDACTED] as Superintendent of the Norfolk School District, and [REDACTED] hereby accepts employment subject to the following terms and conditions.

**TERM**

The Superintendent shall be employed from July 1, 2015, through June 30, 2018. The Committee will, prior to October 31, 2017, vote in Executive Session whether or not to enter into negotiations for a new or extended contract with the Superintendent. The Superintendent shall be notified by the Chair of the results of such vote within five (5) calendar days. The Superintendent shall notify the Committee, through the Chair, not later than July 31, 2017 of the above referenced provision. The failure of the Committee to vote prior to October 31, 2017 shall extend the term of this contract by one additional year, to June 30, 2019.

**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:

1. Initial or Base Salary

*The Committee shall pay the Superintendent an annual salary of:*

- One hundred forty-eight thousand dollars (\$148,000) for the 2015-2016 school year, which includes a one-time ~2.8% equity adjustment for the removal of the merit feature in the 2012-2015 contract,
- One hundred fifty four thousand dollars (\$154,000) for the 2016-2017 school year,
- One hundred sixty thousand dollars (\$160,000) for the 2017-2018 school year,

The new annual salary rate shall be paid to the Superintendent following the Committee's review of the Superintendent's performance and after discussion with the Superintendent in Executive Session.

2. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

3. 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 in this agreement upon resignation, termination, or death shall be paid to the Superintendent or her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

## **EVALUATION**

- A. The Committee shall evaluate the performance of the Superintendent in writing in accordance with a mutually agreed upon evaluation instrument compliant with **Massachusetts Educator Evaluation Regulations**, which clearly articulates the goals, objectives and standards by which the Superintendent's performance will be measured. The Committee shall provide a rating of exemplary, proficient, needs improvement or unsatisfactory as to each goal and standard outlined in the Superintendent's Annual Goals and/or Annual Plan, which shall be agreed upon in advance by the parties at the outset of each contract year. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personnel decisions, including but not limited to, annual salary or compensation adjustments.

In furtherance thereof, in May of each contract year, the Committee shall prepare a written evaluation of the Superintendent.

- B. Such instrument shall be considered as part of and incorporated by reference in this document and shall require the Committee to speak in one voice as a consensus by voting as an entire board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.
- C. A summary or composite of the individual evaluations compiled by committee members shall be prepared by the Committee Chair, signed by the Superintendent and placed in her personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her file.
- D. The performance assessment shall be used for the following purposes:
  1. to strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and individual members of the Committee or School Directors the responsibilities the Committee relies on the Superintendent to fulfill;

2. to discuss and establish goals for the ensuing year, including Statewide Performance Standards; and
  3. to establish the basis for the merit payment expressed in Section 4 of the compensation article of this contract if the Superintendent receives an overall rating of proficient or better in the annual evaluation.
- E. All public discussion of the performance of the Superintendent will be conducted by the committee in open session.
- F. Nothing in this Agreement will prevent any member of the School Committee from meeting privately with the Superintendent to discuss any matter either might wish to discuss. Prior to the public meeting at which the Committee members discuss and deliberate the Superintendent's performance, the Superintendent shall schedule an individual and private meeting with each committee member so that she may discuss with each member his or her own individual concerns, conclusions and findings before they are shared with the Committee as a whole.
- G. The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing for her study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or her performance.
- H. No committee member may raise in a public discussion any matter concerning the Superintendent's performance which is not first brought privately and individually to the attention of the Superintendent. In addition, pursuant to the open meeting law, any complaints or criticisms of the Superintendent must be discussed in executive session after proper notice to the Superintendent.
- I. The parties shall have the right to mutually waive the evaluation of the Superintendent in any year of this agreement by specific vote or inaction provided, however, that the superintendent shall not be subject to discipline or discharge based on performance in any year in which the agreed upon assessment is not completed.

## **INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES**

### **A. Medical/ Dental and Insurances**

#### **1. Health**

Medical insurance plans that are available to employees in the Town of Norfolk shall be made available to the Superintendent on the same terms and conditions as are applicable to other employees within the Town.

2. Dental Care  
The Committee shall make available to the Superintendent a Dental Health Care Program available to all employees. The Town of Norfolk does not participate in premium payments towards dental care.
3. Life Insurance  
In addition to minimum statutory plans or life insurance plans available to other employees in the District, the Committee shall contribute \$500 dollars annually toward the purchase of a life insurance policy selected by the Superintendent. This payment will be made either directly as a premium payment to the company providing such coverage or as a reimbursement to the Superintendent for premium payments already made by the Superintendent to such company, in either event with appropriate tax, FICA and retirement withholdings. The Superintendent shall select the beneficiary of such life insurance proceeds.
4. Annuity  
Included as part of the Superintendent's regular compensation, but in addition to her salary shall be an annual lump sum payment, made on or about July 1 of each year, or in the first pay period of each fiscal year, by the Committee of five thousand dollars (\$5,000) to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71 §37B, and sec. 403(b) of the IRS Code and applicable Massachusetts Teaching Retirement Board and Public Employee Retirement Administration Regulations. Said amount will be prorated should the Superintendent fail to serve the entire contract year for which the payment is made, and if proration occurs, any overpayment will be recouped from the final salary payments made to the Superintendent. The Superintendent may add her own contribution to the compensation paid by the Committee.

B. Computer/ iPad /Cell Phone

The Committee shall provide a computer or iPad to the Superintendent for her use in her place of residence as well as a \$50/month cell phone reimbursement to be paid in the last pay period of each month. The computer, and any related equipment purchased should be the property of the Committee.

## **VACATION CLAUSE**

The Superintendent shall be allowed twenty-five (25) days vacation per year, subject to the notification, in advance, to the Committee Chair. Said annual vacation amount will be prorated should the Superintendent fail to serve the entire contract year to which the vacation corresponds. Ten (10) days of vacation must take place when school is not in session. Up to ten (10) unused vacation days may be carried over into a subsequent contract year.

## **HOLIDAYS**

The Superintendent shall be entitled with pay to all holidays as observed by the Norfolk School District Central Office.

## **PAID LEAVES OF ABSENCE**

### **A. Sick Leave**

The Superintendent shall be credited with fifteen (15) sick days annually commencing on the first day of this contract and on the first day of each fiscal year thereafter. Upon execution of the 2012-2015 contract, the Superintendent was granted twenty (20) sick days (accrued from [REDACTED]) "up front" which will remain in her accrual through the duration of this contract. These twenty (20) additional days, however, will not be useable for purposes of the sick leave buyback provision contain in the following paragraph.

Unused sick leave may be accumulated up to 200 days. In the event such days are not utilized, the Superintendent will receive on her resignation, retirement, termination or death a sum of money equal to the number of accumulated sick leave multiplied by 1/10<sup>th</sup> of her per diem rate up to 200 days.

The Superintendent may carry over any unused sick days from one contract year to the next, up to a maximum of two hundred (200) days, for her use during the term of the Contract. Extended paid sick leave beyond available accumulated sick days may be granted at the discretion of the Committee, and the Superintendent, at the request of the Committee, shall provide a physician's certification of illness in such event. The Superintendent may take sick leave for family/household members, as needed within her accumulated sick leave, and the Committee, at its discretion, may grant additional paid days, upon request. Upon use of more than twenty days sick leave in any fiscal year the Superintendent, at the request of Committee shall provide a physician's certification of illness.

### **B. Personal Leave**

The Superintendent will receive five (5) days paid annually to use for personal reasons. Personal days will not rollover year to year.

C. Bereavement Leave

The Superintendent shall be entitled to up to five (5) paid days for the death of immediate family members, grandparents, mother-in-law, father-in-law; up to three (3) paid days in the event of the death of brother-in-law, sister-in-law, aunt, uncle, niece or nephew and up to one (1) day for other close relative or friend.

In cases of vacation, sick leave in excess of 20 days as stated above, FMLA, and bereavement leave, the Superintendent shall provide the Committee Chair with advanced notice, whenever possible, of such vacation, or leave.

**REIMBURSEMENT FOR EXPENSES**

The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this contract in accordance with the laws of Massachusetts, and the policies and by-laws of the Committee. The Committee encourages the Superintendent to participate in professional development; however, the Committee must approve all out of state reimbursement in advance and attendance at conference(s) prior to registration.

The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. Included within the program of ongoing professional development, the Superintendent will participate in and complete the M.A.S.S. New Superintendent Induction Program. Norfolk Public Schools will pay for the costs associated with this program.

The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional Associations, including but not limited to:

- (a) Massachusetts Association of School Superintendents
- (b) A. A. S. A.
- (c) A.S.C.D.

**MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination once every year. A statement from the physician certifying to the physical competency of the Superintendent shall be submitted to the Chair of the School Committee and shall be treated as confidential information.

**CERTIFICATION**

The Superintendent shall furnish and maintain throughout the term of this agreement a valid, appropriate, and current certificate qualifying her to act as the Superintendent for the Norfolk School District as required by M.G.L.c.71, §38G. Any material misrepresentation on the Superintendent's application for employment or her resume shall constitute good cause for the termination of her employment pursuant to this Agreement.

**SALARY DEDUCTIONS**

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, teacher's retirement and other deductions including annuity or insurance payments, authorized by the parties or required by law.

## **DUTIES**

██████████ shall serve as the Superintendent of the Norfolk School District, and she shall perform in good faith and in full time, the duties and obligations of the Superintendent as provided in the job description, and other lawful duties from time to time assigned to her by the Committee, and she shall use her best efforts to achieve the performance goals and objectives established pursuant to this Agreement, and she shall comply with all applicable laws and regulations.

The Superintendent shall serve as the Executive Officer of the Committee as provided in Mass G.L. Chapter 71, §59. The Superintendent shall report any financial irregularities to the Committee, including but not limited to any potential deficits.

## **ABILITY TO CONSULT**

The Superintendent may consult from time to time provided that said consulting does not interfere with her performance of duties as Superintendent and is consistent with Chapter 268A. The Superintendent shall notify the Committee Chair, in writing, of the nature of such consulting.

## **IRREGULARITY OF WORK HOURS**

Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from available personal, sick, vacation or other leave

## **TERMINATION**

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, she may do so if she gives at least one hundred and twenty (120) days written notice of her intention to do so. Said notice shall be sent by registered Mail to the residence of the Chairperson of the Committee.

### **TERMINATION: Termination for Good Cause**

Where good cause exists, the Committee may discharge the Superintendent. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination. The Committee may discharge the Superintendent provided that, the Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal and copies of all relevant documents on which the Committee intends to rely for such action. If she so requests, the

Superintendent shall be given a reasonable opportunity within fifteen days after receiving such notice to review the decision at a hearing in executive session with the Committee. She may be represented at such hearing by an attorney, at her own expense, or other representative to present evidence and to call witnesses pertaining to the bases for the decision and to her status as an employee. The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association.

Under no circumstances shall the arbitrator award reinstatement, punitive, consequential, or nominal damages, or compensatory damages other than back pay and benefits. The arbitrator shall not award attorney's fees or interest.

### **INDEMNIFICATION**

The Committee shall indemnify the Superintendent when she is acting within the scope of her official duties or at the direction of the Committee, to the extent permitted and subject to the provisions of Mass G.L. Chapter 258. Notwithstanding any other language or provisions in this Agreement or elsewhere, this indemnification shall not be effective or binding on the District or Committee unless the Superintendent provides reasonable cooperation to the District or Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, events or facts occurring during her employment or services as Superintendent. In no case will individual Committee members be considered personally liable for indemnifying the Superintendent pursuant to terms of this Agreement. This provision shall survive the expiration of the term of this agreement.

Additionally, should the Superintendent, following the termination of her employment relationship with the Committee, be called to cooperate in the defense of any litigation at the request of the Norfolk School Committee or the Norfolk Public Schools, or should she called by any party to testify in a matter in which Norfolk Public Schools or Norfolk School Committee is a party, she shall be remunerated a per diem rate of pay based on her annual salary at the time of her last date of employment with the Committee. Such matter may include, but are not limited to, grievance arbitrations and other legal proceedings. For each such day of appearance and/or testimony, the Committee shall reimburse the Superintendent for her reasonable and necessary expenses incurred in appearing and/or testifying (e.g., reimbursement for tolls and mileage from her residence).

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**ENTIRE AGREEMENT**

The Contract embodies the entire agreement between the Committee, and the Superintendent, and there are no inducement, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the School Committee, and the Superintendent. Any part of this contract may be opened for renegotiation during its term by mutual consent, and any amendment to the Agreement shall be in writing, signed by the Parties, and attached to this Agreement. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

**INVALIDITY**

If a court of competent jurisdiction deems any provision of this Contract invalid, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the \_\_\_\_\_ day of \_\_\_\_\_, **2015.**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
Thomas Doyle,  
**Norfolk School Committee  
Chairperson**

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Other Members

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