

**NORTON PUBLIC SCHOOLS  
SUPERINTENDENT'S EMPLOYMENT CONTRACT  
July 1, 2015 through June 30, 2020**

AGREEMENT made this 11 day of May, 2015, between the Norton School Committee, hereinafter referred to as the "Committee" and XX, hereinafter referred to as the "Superintendent".

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

**1. EMPLOYMENT:**

The Committee hereby employs XX as Superintendent of the Norton Public Schools and XX hereby accepts employment as Superintendent of the Norton Public Schools, subject to the terms and conditions hereinafter provided.

**2. TERM:**

A. The Superintendent shall be employed for a period of five (5) years commencing July 1, 2015 and ending June 30, 2020. For purposes of this Agreement, the anniversary date shall be July 1 of each year.

B. The Superintendent and the Committee shall express their intent concerning a successor agreement by February 1, 2019.

C. In the event that both the Superintendent and the Committee indicate their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 1, 2019.

D. In the event the parties do not wish to commence negotiations for a successor Agreement, this Agreement shall terminate, as herein before provided, on June 30, 2020.

E. Anything contained herein to the contrary notwithstanding, this Contract will automatically terminate on June 30, 2020, unless otherwise agreed upon in writing by the parties herein.

**3. COMPENSATION:**

A. The Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as Superintendent of Schools, an annual salary of \$167,256 for year one of the Contract beginning on July 1, 2015 and ending on June 30, 2016. The salary shall be payable in 26 equal installments and shall be subject to any adjustments agreed upon by the Committee and the Superintendent. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

The Superintendent shall receive the following salary for each noted year paid in 26 equal installments as noted below:

July 1, 2016- June 30, 2017	\$172,943
July 1, 2017- June 30, 2018	\$178,650
July 1, 2018- June 30, 2019	\$184,367
July 1, 2019- June 30, 2020	\$190,082

**4. TERMINATION:**

A. The Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, or other good cause. In that event, the Superintendent will be given written notice, including a statement of the charges against him, and a hearing by the Committee. Any dispute about the termination of the Superintendent by the Committee shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof for enforcement pursuant to the provisions of M.G.L. c.150C or, if c.150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes. These proceedings may be initiated by filing a demand for arbitration with AAA.

**B. Arbitrator’s Authority**

Either party may invoke the above arbitration provisions by filing a demand for arbitration with the American Arbitration Association and the other party. The parties agree to submit to subpoenas issued by the Arbitrator. The Arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent.

The Arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the Contract. In the event of his termination, the Superintendent shall have a duty to mitigate damages by seeking employment in another school district, and, if the Superintendent obtains a comparable position, the Committee’s damages shall be reduced by an amount equal to the compensation of the comparable position.

A dismissal by the Committee shall sever any and all rights that the Superintendent shall have under this Agreement for the balance of the Contract period subsequent to the dismissal, including, without limitation, any claim to compensation, subject to review of an Arbitrator pursuant to Section 4.A. of this agreement.

C. In the event that the Superintendent desires to terminate this Agreement before his term of service shall have expired, he may do so by giving at least 120 calendar days’ notice of his intention to the Committee or such other notice as is mutually agreed to by the parties in writing.

**5. DUTIES:**

The Superintendent shall manage the system in a fashion consistent with state law and the policy determinations of the Committee. He shall faithfully, diligently, and competently perform his duties and responsibilities as Superintendent. He shall serve as the Chief Executive Officer of the Committee and hereby agrees to comply with all policies established by the Committee, except as those policies may conflict with the terms of this or the provisions of state or federal law.

## **6. CERTIFICATE:**

The Superintendent shall furnish to the Committee and maintain throughout the term of this Contract a valid and appropriate licensure qualifying him to act as Superintendent of the district in the Commonwealth, as required by M.G.L. c.71, §38G.

## **7. OUTSIDE ACTIVITIES:**

A. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not interfere with his duties as Superintendent. The Superintendent will notify the School Committee in writing of such engagements.

B. The Superintendent may undertake or engage in consulting work of any nature after first notifying the Chairperson of the Committee, provided that the consulting work does not interfere with the performance of his duties as Superintendent.

## **8. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT:**

A. The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such way as in his judgment best serves the school district.

B. The Superintendent's powers, as described in paragraph A of this Section 8, may be limited by any official action of the Committee that is not in conflict with the terms of this Contract or with state or federal law.

C. The Committee, individually and collectively, will promptly refer to the Superintendent for his study and recommendation all criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the Superintendent's attention.

## **9. REIMBURSEMENT OF EXPENSES:**

A. Travel Expenses- The Committee shall reimburse the Superintendent for reasonable in-state travel expenses incurred in the performance of his duties under this Section for the purpose of attending state conferences and workshops including transportation costs, lodging, meals and conference fees and other related expenses. The allocated amount is \$3,500. The Superintendent will communicate with the School Committee any adjustments above the noted amount.

The Superintendent will be reimbursed by the Committee up to \$2,500 for out-of-state travel for regional and national conferences (transportation, lodging, registration, etc.). The Superintendent will communicate with the School Committee any adjustments above the noted amount. The Superintendent will notify the School Committee as to attendance of any business related functions that take place outside of Massachusetts.

B. Professional Memberships - The Committee shall pay the Superintendent's membership dues for membership in the Massachusetts Association of School Superintendents (MASS), the American Association of School Administrators (AASA), the Association for Curriculum and Supervision

Development (ASCD), the New England Association of School Superintendents, the South Shore Superintendents Association (SSSA) and any other association the Superintendent deems appropriate.

C. Committee will provide at no cost to the Superintendent a cell phone (iphone, etc.), tablet, laptop computer and other district technology of his choice every two years with prior approval by the School Committee.

D. The School Committee will provide a total reimbursement for completion of graduate courses of \$1,500 per contract year. Said course work is for relicensure purposes and requires prior written approval by the School Committee.

#### **10. STATE RETIREMENT ASSOCIATION:**

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. c.32, §2.

#### **11. PERIODIC EXAMINATION:**

The Superintendent shall provide, if requested by the Committee, a report made by a registered physician relative to his ability to perform the essential functions of the job of Superintendent. A report certifying his freedom from tuberculosis in a communicable form shall be maintained as part of the records of the school district as required by M.G.L. c.71, §55B. The cost of said examination, beyond the amount paid by insurance, will be paid by the Committee.

#### **12. FRINGE BENEFITS:**

##### **A. Medical, Hospital, Dental and Life Insurance**

The Superintendent shall be eligible to participate in the same medical, hospital, dental and life insurance benefits provided by the Town and School Committee to other employees, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

B. The Superintendent will be reimbursed by the Committee up to \$5,000 for Long Term Disability Insurance and/or a Life Insurance Plan of his choice. Said reimbursement will be made quarterly with the proper paid invoices.

##### **C. Other Benefits**

The Superintendent shall be entitled to all other fringe benefits currently available to professional employees of the school district. This provision is not intended to reduce benefits expressly provided in this Contract. However, the Committee and the Superintendent may agree in the future to alter components of these benefits or to add benefits not currently available to other professional personnel.

#### **13. VACATION:**

The Superintendent shall receive each Contract year twenty-five (25) working days of vacation, which shall be credited on the first day of each Contract year. The Superintendent may carry over up

to five (5) vacation days to the following year to a carry-over accumulation of five (5) days. In each year of the Contract the Committee will reimburse the Superintendent for a maximum of ten (10) unused vacation days at a per diem rate of the Contract. In the event that this Contract is terminated for any reason prior to its expiration date, the Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. Any additional unused vacation days shall be deemed waived or handled otherwise as mutually agreed upon. In addition to said vacation days, the Superintendent shall be entitled to leave with pay on each holiday recognized by the Commonwealth of Massachusetts or the Norton School Committee.

#### **14. SICK LEAVE:**

A. The Superintendent shall accrue annual sick leave at the rate of eighteen (18) days per year during the term of this Contract, and days shall be credited on July 1 of each Contract year, with unused sick leave accumulating to 180 days. There shall be no reimbursement of any kind for unused sick days.

B. Additional sick leave, beyond the terms provided, herein, may be granted to the Superintendent by the Committee at its sole discretion.

C. The Superintendent shall receive three (3) personal days per year.

#### **15. EVALUATIONS:**

A. The Committee shall evaluate and assess in writing the Superintendent's performance at least once each Contract year during the term of this Agreement using an evaluation process which is agreeable to the Superintendent and meets the requirement of the new Superintendent Evaluation Process as per the Model Language recommended by the Department of Elementary and Secondary Education. Said evaluation process shall include, at a minimum, the completion by each Committee member of an evaluation instrument that is agreed to between the parties, which shall then be formed into a composite by the Chairman of the Committee. The composite and each of the individual instruments shall then be presented to the Superintendent by and placed in the Superintendent's personnel file. The composite evaluation shall include the consensus, where it exists, among the individual Committee members of recommendations for areas of improvement and of the Superintendent's strengths. The Superintendent shall have the right to make a written response to the composite, which shall also be placed in the Superintendent's personnel file. The composite of said evaluation will be made public by the Committee.

B. The Superintendent, through the School Committee Chairperson, may meet on an individual basis with a School Committee member in a good faith effort to mitigate performance evaluation concerns that may arise at any point during the term of this contract.

#### **16. PERFORMANCE:**

The Superintendent shall fulfill all aspects of this Contract to the best of his ability. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

#### **17. INDEMNIFICATION:**

A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of M.G.L. c. 258. The Superintendent shall

comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship, the Superintendent shall be compensated for his participation in the presentation or preparation of a case in a judicial, administrative or arbitral forum at his then effective per diem rate of pay.

B. This indemnification provision, Section 17 A and B shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

**18. ENTIRE AGREEMENT:**

This Contract embodies the entire 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.

**19. INVALIDITY:**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 11 day of May, 2015.

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XX Date  
Norton School Committee

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XX Date  
Superintendent of Schools

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XX Date  
Norton School Committee

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XX Date  
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Norton School Committee

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XX Date  
Norton School Committee

**MEMORANDUM OF AGREEMENT  
NORTON PUBLIC SCHOOLS  
SUPERINTENDENT’S EMPLOYMENT CONTRACT**

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The Norton School Committee (the “Committee”) and XX (the “Superintendent”) hereby agree to the following Amendment to the contract in effect from July 1, 2015 through June 30, 2020:

THEREFORE,

The parties hereby agree to the following:

1. The contract between the Superintendent of Schools and Norton School Committee following the end of the Fiscal 2020 year is hereby extended from Fiscal 2021 through Fiscal 2026 with salary to be negotiated on a yearly basis.
2. Reimbursement of Expenses or payment for in-state travel is set at \$4,500
3. Reimbursement of Expenses or payment for out-of-state is set at \$3,500
4. Delete Cell Reimbursement (clarifies language)
5. Graduate course work or Professional Development set at \$2,500

All other terms and conditions of the contract shall remain unchanged.

Norton School Committee

XX

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Date

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Date

**MEMORANDUM OF AGREEMENT  
NORTON PUBLIC SCHOOLS  
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT**

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This Memorandum of Agreement is made between xx, Superintendent of Schools (the “Superintendent”) and the Norton School Committee (the “Committee”).

WHEREAS,

The Superintendent and the Committee are parties to a Contract of Employment (the “Contract”) for the period July 1, 2015 – June 30, 2026

THEREFORE,

The parties hereby agree to the following language: The salary for FY21 (July 1, 2020 – June 30, 2021) is \$198,636 retroactive to July 1, 2020.

All other terms and conditions of the contract shall remain unchanged.

Norton School Committee

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Date

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Date



**MEMORANDUM OF AGREEMENT  
NORTON PUBLIC SCHOOLS  
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT**

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This Memorandum of Agreement is made between xx, Superintendent of Schools (the “Superintendent”) and the Norton School Committee (the “Committee”).

WHEREAS,

The Superintendent and the Committee are parties to a Contract of Employment (the “Contract”) for the period July 1, 2015 – June 30, 2026

THEREFORE,

The parties hereby agree to the following language: The salary for FY22 (July 1, 2021 – June 30, 2021) is \$213,557.

All other terms and conditions of the contract shall remain unchanged.

Norton School Committee

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Date

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Date