

**Norfolk County Agricultural High School
Contract of Employment - Superintendent-Director**

THIS AGREEMENT is made and entered into by and between the Norfolk County Agricultural High School Board of Trustees, herein after referred to as the “Trustees”, whose members act hereunder in their representative capacity only and without any personal liability to themselves, and _____, (hereinafter, the “Superintendent-Director” or “_____”) of Massachusetts.

WHEREAS, the Trustees are authorized pursuant to Mass. G.L. c. 71, Section 41 to appoint a Superintendent of Schools; and,

WHEREAS, the Trustees desire to employ the services of _____ as its Superintendent; and

WHEREAS, it is the desire of the Trustees to describe and define the job duties and job responsibilities of the Superintendent, fix her/his salary, and provide for benefits and working conditions and,

WHEREAS, _____ represents that she/he is qualified and capable of performing the duties and responsibilities of said position;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Trustees and _____ agree as follows:

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **Employment:** The Trustees in accordance with the authority established under MGL Chapter 71, Section 41 hereby employ _____ as Superintendent-Director of the Norfolk County Agricultural High School located at 400 Main Street, Walpole, MA 02081. (NCAHS) _____ does hereby accept said employment and enter into this contract on the following terms and conditions.
2. **Term:** _____ shall be employed pursuant to this agreement for a three-year period commencing July 1, 202__ through June 30, 202__. The contract may be extended by mutual agreement of the Trustees and _____.
3. **Compensation:** _____ shall be paid a salary \$_____, for the period of July 1, 202__ through June 30, 202__. Any subsequent increases will be voted by the Trustees. In no event shall _____ salary be reduced during the term of this contract.

The Trustees shall review the Superintendent-Director's salary annually in conjunction with a performance evaluation at the end of each contract year, and the Trustees may, in its sole discretion, increase the Superintendent's salary. For purposes of this Agreement, the term “Contract Year” refers to July 1 through June 30 of each year of this Agreement.

4. **Termination:** In the event that _____ desires to terminate this contract before her/his term of service has expired, she/he may do so by giving at least 120 days notice of her/his

intention to the Trustees, with a time and date for such termination to be jointly established between _____ and the Trustees.

5. **Duties:** _____ shall perform faithfully, to the best of her/his abilities, the duties of the Superintendent-Director of The Norfolk County Agricultural High School. _____ will be the Executive Officer of the Trustees as set forth in the attached job description. (Attachment A) The duties set forth therein may be modified by the parties only in writing.

_____ shall, subject to any applicable law and any legally binding contracts of NCAHS, organize, reorganize and arrange the Administrative and Supervisory Staff in such a way as her/his judgment best serves the NCAHS, both in terms of student education and business affairs. _____ responsibilities shall include, but not be limited to, the responsibility for selection, placement and transfer of personnel for whom she/he has appointing authority.

6. **Hours of Work:** The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of her/his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time beyond the normal work day and she/ he agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Trustees, including meetings of Town Boards and Trustees. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.
7. **Reimbursement for Expenses:** The Trustees shall reimburse _____ for all expenses reasonably incurred in the performance of her/his duties under this contract, with advance approval by Trustees. Such expenses shall include attendance at appropriate local, state and national meetings or conferences and attendance at courses, seminars and other activities which would serve to enhance the Superintendent-Director's performance and skills, including but not limited to meetings and conferences conducted by membership organizations provided for in Paragraph 7.
8. **Professional Affiliations:** The Trustees shall annually provide funds for _____ membership in appropriate professional organizations to be in the best interest of NCAHS.
9. **State Retirement Association:** _____ shall be a member of the Massachusetts Teachers' Retirement System as required by MGL Chapter 32, Section 2 and shall participate in the Massachusetts Retirement Board and its benefits.

10. Fringe Benefits:

- A. Benefits Generally Available to School Employees:** _____ shall be entitled to all insurance benefits (medical, dental, hospital and life) and any other fringe benefits available to school employees at NCAHS.
- B. Housing:** Suitable housing will be provided on school grounds throughout the terms of this contract. The parties agree that the building currently provided as the “Superintendent-Director’s Home” is suitable. Trustees shall be responsible for the upkeep, costs of use and maintenance of that building and garage. The primary intent of providing this housing benefit to _____ is to provide additional supervision and security on the NCAHS Campus.
- C. Annual Vacation:** _____ shall receive twenty five working days as annual vacation, to be prorated in the event this Contract and the Superintendent’s employment terminates prior to the end of a fiscal year. Said twenty five days shall be credited to _____ at the beginning of the term specified in paragraph 2.
- D. Sick Leave:** _____ shall be entitled to fifteen days of sick leave in each year of this contract with unlimited accumulation of unused sick leave.

The Superintendent-Director shall provide the Chair of the Trustees or his/her designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Trustees may require.

The Trustees may require, at any time during the duration of this Agreement, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written diagnosis, prognosis and/or statement of ability to return to duty by an appropriately licensed physician or other professional of the Trustees’s choice.

After utilization of all accrued sick leave for illness, the Superintendent may request, and the Trustees may grant, an extension of leave, paid or unpaid, upon such terms as the Trustees deems appropriate.

- E. Payment for Unused Leave Time:** Upon (1) termination of this contract, whether pursuant to Paragraph 4 or expiration of the term in Paragraph 2 as it may extend by mutual agreement of the parties or (2) _____ resignation, retirement or death, _____ shall be paid for the unused leave time she/he has accumulated. In the case of her/his death, the beneficiary of _____ shall receive the benefits enumerated in this paragraph 9. Payment for unused accumulated vacation leave shall be at _____ then daily rate in the manner established for employees of Norfolk County. Annual unused vacation carryover will be in accordance with the Norfolk County policy.
- F. PERSONAL LEAVE**

_____ shall receive three personal leave days. Any paid personal leave not taken by June 30 will be forfeited by the employee. Personal leave may be used in conjunction with vacation leave.

G. BEREAVEMENT LEAVE

Leave of absence with pay may be granted to for the death of a spouse, child, parent, parent of either spouse, brother or sister the person subject to these rules, or of a person living in the immediate household of a person subject to these rules, for a periods not exceeding four consecutive working calendar days without loss of pay.

11. Performance:

- A. _____ agrees and represents that she/he shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the Trustees and _____ in writing.
- B. The Trustees shall annually evaluate the performance of the Superintendent in writing using the Standards and Indicators of Effective Superintendent Leadership developed by the Massachusetts Department of Elementary and Secondary Education, and an evaluation instrument and process that satisfies the provisions of M.G.L. c. 71, §38 and related state regulations, including but not limited to 603 CMR 35.01-35.11. The Trustees and Superintendent shall meet on or before September 15th of each year of this Agreement to review the evaluation instrument and process. Prior to the beginning of each school year, the Trustees and the Superintendent shall meet to establish performance goals and objectives for the coming school year.

_____ will submit no later than September 30th of each school year her/his goals and objectives to the Trustees for their review and approval.

- 12. Professional Liability:** The Superintendent-Director shall be indemnified and held harmless by the Trustees from any and all demands, claims, suits, action and legal proceedings, brought against the Superintendent-Director as an individual and/or in her/his capacity as an agent and/or employee of the Trustees.

13. Arbitration:

- A. **Scope of Controversy:** Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Trustees or the breach thereof, including but not limited to any appeal by the Superintendent-Director of any dismissal actions shall be determined by arbitration in accordance with the voluntary rules of the American Arbitration Association and any award by an arbitrator appointed pursuant to said 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.

Arbitrator's Authority: Either party may invoke the arbitration provisions hereunder 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 fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. The Arbitrator shall not consider evidence relating to complaints or criticisms which have not been previously addressed with to _____. The Arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the Arbitrator award reinstatement or punitive, consequential, nominal or compensatory damages other than back pay or benefits. The Arbitrator shall not have the authority to award attorney's fees or interest.

14. **Certificate:** _____ shall furnish and maintain throughout the term of the contract a valid and appropriate certificate qualifying her/him to act as Superintendent-Director in the Commonwealth of Massachusetts, as required by MGL Chapter 71, Section 38G.
15. **State Ethics Laws** The Superintendent-Director is expected to familiarize her/himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of her/his job duties and responsibilities.
16. **CORI and Fingerprint Background Check** The Superintendent-Director shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint background check, which in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement shall become null and void with no further obligations or recourse to the Parties.
17. **Indemnification** The Trustees agree to provide indemnification and legal defense of the Superintendent in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the Superintendent shall cooperate with the Trustees, its attorneys and agents in all matters relating to said claim.
18. **Entire Agreement** This contract embodies the whole agreement between the Trustees and _____, and there are no inducements, promises, terms and conditions or obligations made or entered into by either party other than those contained herein. Any amendments to this contract will be by mutual agreement of both parties in writing.

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

20. Law Governing

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

21. Counterparts

This Agreement may be signed in counterparts, which together shall constitute an original. The Parties agree that signatures by fax and/or scanned and sent via email are acceptable as originals.

IN WITNESS THEREOF, the parties have thereunto signed and sealed their AGREEMENT, and a duplicate thereof, the _____ day of _____, 2021

Superintendent-Director

for the Norfolk County Agricultural High School Board of Trustees

Approved as to form:

General Counsel