

NORTH BROOKFIELD SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

CONTRACT OF EMPLOYMENT

*This contract made this 18<sup>th</sup> day of December 2017 by and between the North Brookfield School Committee, hereinafter referred to as the "Committee" and Richard Lind, hereinafter referred to as the "Superintendent."*

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

1. **Employment:** The Committee hereby agrees to employ Mr. Richard Lind as Superintendent of the North Brookfield School District and the Superintendent accepts employment on the following terms and conditions:
2. **Term:** The term of this Agreement shall be from July 1, 2018 to June 30, 2023, unless extended as hereinafter provided. If the Committee does not notify the Superintendent by October 1, 2022 that it does not intend to renew this agreement, it shall be renewed for a one year period. Said notice of the School Committee's intent not to renew the contract upon expiration hereunder must be given by certified mail, return receipt requested to the Superintendent at his address of record.
3. **Compensation:** The effective date of this Agreement shall be July 1, 2018 and the Superintendent shall be paid a total annual Salary of \$134,841.85 for the year July 1, 2018 through June 30, 2019. For the year July 1, 2019 through June 30, 2020 the Superintendent shall receive a 2% raise and receive an annual salary of \$137,538.69. For the year July 1, 2020 through June 30, 2021 the Superintendent shall receive a 3% raise and receive an annual salary of \$141,664.85. For the Year July 1 2021 through June 30, 2022 the Superintendent shall receive a 3% raise and receive an annual salary of \$145,914.80. For the Year July 1 2022 through June 30, 2023 the Superintendent shall receive a 3% raise and receive an annual salary of \$150,292.24. Salary payments will be made in equal installments in accordance with the regular pay practices of the North Brookfield Public Schools. The salary paid to Richard Lind as the Superintendent of the North Brookfield School District may never decrease.
4. **Duties:** The Superintendent shall perform faithfully to the best of his ability, the duties of the Superintendent of Schools under the applicable rules, regulations and laws of the Commonwealth of Massachusetts, based on district policy and job description for the superintendent of schools, and shall serve as Executive Officer of the Committee. The Superintendent hereby agrees to be governed by the lawful policies of the Committee, except that any conflict between those policies and this Agreement shall be resolved in favor of this Agreement. The Superintendent shall serve and perform such duties at such times and places and in such manner as the Committee may from time to time direct.
5. **Resignation:** There shall be no penalty for release or resignation by the Superintendent from his contract upon 120 days notification from the Superintendent, unless the Committee fixes a different time at which the resignation or release is to take effect. If the Superintendent does not provide the required notice, the Superintendent will only be eligible for 50% of the agreed upon compensation for unused sick days.
6. **Salary Deduction:** This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above stated compensation with reference to withholding tax, retirement and annuity provisions and other deductions authorized by the Superintendent or required by law.
7. **Superintendent's Certification:** The Superintendent shall furnish and maintain throughout the term of his contract a valid

and appropriate certificate qualifying his to act as a Superintendent in the Commonwealth, as required by M.G.L. Chapter 71, §38G

8. **State Retirement Association:** The Superintendent shall be a member of the Massachusetts' Teachers Retirement System as required by M.G.L. Chapter 32, §2.
9. **Other Activities:** The Superintendent may accept speaking, writing, lecturing, consulting or other engagements of a professional nature and accept compensation with the approval of the School Committee, as well as attend professional meetings, provided such activities do not interfere with his duties as Superintendent. Any commitments which may be for substantial periods of time or for an event or activity occurring over a long period of time should be undertaken with prior notice to, and approval from, the chairperson of the Committee. Such approval shall not be unreasonably withheld.
10. **Administration and Supervision of Schools:** The Superintendent shall have the responsibility subject to law and legally binding contracts to organize, reorganize and arrange the administrative and supervisory staff. Further, the responsibility of the Superintendent shall include the selection, placement and transfer of personnel consistent with state law. The Superintendent shall have the administrative responsibility for the recommendation and preliminary selection for all Student Activities positions including athletics consistent with state law.
11. **Reimbursement for Expense:** The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this Contract, as budgeted by the Committee and with prior approval by the School Committee Chair. Such expenses shall include, but shall not be limited to, costs of out-of-district transportation based on current federal reimbursement rate (currently \$0.535 per mile), professional and community organizations' dues and fees, dues resulting from membership in the Massachusetts Association of School Superintendents, attendance at civic and professional functions, attendance at professional conferences and meetings on a local level; The Committee will also pay for reasonable expenses associated with attendance at professional development courses, state and national conferences, provided such expenditures have the prior approval of the Committee and are subject always to available funding. Vouchers for all expenses shall be compiled and kept by the Superintendent's Administrative Assistant or other designated personnel. The Committee shall provide the Superintendent the amount of \$100/month as reimbursement to maintain his cellphone. The reimbursement will be paid out bi-annually.
12. **Vacations, Holidays, Sick and Temporary Leave:** For the term of the contract, the Superintendent will be entitled to twenty-five (25) vacation days per fiscal year. The Superintendent may carry over five (5) vacation days from the previous work year: There shall be no accumulation of vacation days from year to year other than as set forth above without the prior approval of the Committee. **On an annual basis the superintendent may redeem up to five days of accumulated but unused vacation leave by notifying the committee of his intent to do so on or before June 1<sup>st</sup> of each year of this agreement. The redemption shall be at a per diem rate in effect for the year in which the days are redeemed. If for any reason the contract is terminated prior to June 30, 2023, vacation will be pro-rated according to the number of days worked.**
  - The Superintendent will be entitled to fifteen (15) days of sick leave for each year of this contract, pro-rated for any partial contract year.
  - Upon separation from the District, the Superintendent will be compensated for unused sick time, up to a maximum of three (3) days per year of service at a per diem rate in effect for the year in which the days are redeemed. [For example, at the end of 5 years the Superintendent would be eligible to be compensated for a maximum of 15 days of unused sick time]
  - Upon separation from the District, the Superintendent will be compensated at his per diem rate in that year, for unused accrued vacation days.

- The Superintendent shall be entitled to three (3) days of personal leave each year of this agreement or any extension thereof. Such days shall not accumulate from year to year.
- The Superintendent shall be entitled to bereavement leave as follows:
  - **5 days:** In the event of death of spouse, son or daughter.
  - **3 days:** In the event of death of mother, father, grandparent, brother, sister, mother-in-law, father-in-law, or a relative who is a member of the immediate household.
  - **1 day:** In the event of the death of niece, nephew, aunt, uncle, godchild, brother-in law, sister-in-law, and Grandparent-in-law. Additional leave may be granted upon request of the Superintendent to the Committee.
- The Superintendent shall be entitled to the following holidays as per the school calendar; current holidays listed below:
  - New Years
  - MLK Jr Day
  - President's Day
  - Good Friday
  - Patriot's Day
  - Memorial Day
  - July 4<sup>th</sup>
  - Labor Day
  - Columbus Day
  - Veteran's Day
  - Thanksgiving Day
  - Day-after Thanksgiving
  - Christmas Eve Day
  - Christmas Day

The Superintendent's Administrative Assistant or another designee of the Committee shall keep records of the Superintendent's usage of the above leaves.

13. **Performance and Relationship with the Committee:** The Superintendent shall fulfill all of the terms of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing. The Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into educational policy and for the development of the job description for the superintendent position. The Superintendent is fully responsible for implementing the lawful policies so established.

The Superintendent must inform the Chairperson of the School Committee or his designee of his intended use of vacation or sick time; professional duties requiring out-of-town travel or any other circumstances that would result in the Superintendent's absence. In the event of an absence of more than five (5) days, the Committee may appoint an Acting Superintendent subject to the Superintendent's recommendation, if available.

14. **PERFORMANCE EVALUATION** The Superintendent shall be evaluated based on Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The Standards are: Instructional Leadership, Management and Operations, Family & Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00,

and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual Agreement in writing by the Superintendent and the Committee. The evaluation process utilized by the Committee shall be consistent with the provisions of the Massachusetts Open Meeting Law, M.G.L c.30A.

- (a) **DISTRICT GOALS**: In addition to an evaluation using the *Principles of Effective Administrative Leadership*, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed to in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into a written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.
- (b) **MID & END CYCLE REVIEW** On or before the 91<sup>st</sup> day of school and July 31<sup>st</sup> of each calendar year the Superintendent shall provide to the Committee at a duly called public meeting a written self-evaluation on mid-cycle and end of cycle goals. His work since the last cycle review will be discussed in relation to the Board of Education's Principles of Effective Administration and Leadership Standards and any additional goals or standards mutually agreed upon by the parties. The goals review shall refer to previous year's work as having been "exemplary," "proficient," "needs improvement," or "unsatisfactory" in relation to such Principles, goals, or standards. Each such conclusion shall be accompanied by a written narrative specifically referencing events, facts or action and DESE rubrics in support thereof.
- (c) **SUMMATIVE EVALUATION** The Committee shall review the Superintendent's progress at end cycle on goals and self-evaluation in a public session prior to the commencement of the next school year and shall complete a summative evaluation assessing attainment of the goals against standards using the four DESE rubric ratings.
- (d) **DATA SOURCES** The Committee may use whatever data sources it deems appropriate, excluding, however, anonymous surveys, provided the data it intends to use in a mid or end cycle review or summative evaluation has been reduced to writing and shared with the Superintendent at least 14 calendar days before the meeting in a timely manner. Due to the unreliability and potential prejudice of anonymous or so-called "360" evaluations, these instruments shall not be solicited or utilized as part of the Committee's cycle review or summative evaluation.
- (e) **RECEIPT AND SIGNING** Any evaluation report delivered by the Committee will be signed by the Superintendent. 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 will deliver such response to the Chairperson of the Committee and a copy of the response will be attached to the evaluation and placed in the Superintendent's personnel file.
- (f) **CONSENSUS DOCUMENT** The evaluation document shall consist of one document reflecting the consensus of the Committee. The consensus shall be compiled by the Committee Chair upon submission to the Chair of each member's individual assessment of the Superintendent's performance. Any individual document of an evaluative nature concerning the Superintendent prepared by any individual member shall be retained by the individual member and shall be considered individual feedback and shall be provided to the Superintendent but are subject to public disclosure per M.G.L c. 30A, §22(e).
- (g) **PUBLIC DISCUSSION** All public discussion of the performance of the Superintendent will be conducted by the committee only in accordance with the Open Meeting Law, and shall be conducted in open session except for such discussion that is part of negotiations for salary or compensation, which shall be conducted in executive session. See Mass. A.G. FAQ.

- (h) **SPECIFIC WRITTEN FEEDBACK** In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement" in any respect, the specifics which have given rise to this determination, the improvements that are expected and the indicators that will determine whether or not each deficiency cited has been remediated must be set forth in writing in the evaluation.
- (i) **INDIVIDUAL CONCERNS** 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. At any time prior to the public meeting at which the Committee members discuss and deliberate regarding the Superintendent's performance, the Superintendent shall schedule one or more individual and private meetings with each committee member so that s/he may discuss with each member his or her own individual concerns, conclusions and findings concerning the Superintendent's performance before they are shared with the Committee as a whole. To avoid misunderstandings about relevant concerns, any matter not first brought to the superintendent's attention prior to the public discussion of the superintendent's performance shall not be raised or become part of the superintendent's evaluation.
- (j) **PROMPT NOTICE OF COMPLAINTS OR CONCERNS** Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.
15. **Insurance:** The Superintendent shall be entitled to all insurance (medical, hospital and life) benefits currently available, or made available to teachers on the same terms as such insurance is offered to other employees of the Town of North Brookfield (currently, at 70% of premium costs paid by the Town of North Brookfield). Upon retirement, the Superintendent shall be entitled to all insurance (medical, hospital and life) benefits currently available, or made available to teachers, on the same terms as such insurance is offered to other retired employees of the Town of North Brookfield (currently, at 60% of premium costs paid by the Town of North Brookfield). If the Superintendent elects to not participate in the health plan provided by the District/Town, the Committee agrees to pay the Superintendent \$3000 per year. The reimbursement will be paid out to the Superintendent bi-annually. If the Superintendent elects to participate in the health insurance provided by the town during open enrollment or if there is a qualifying event, the Superintendent and the District will pay their respective shares as indicated above.
16. **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 in writing signed by the party against whom enforcement thereof is sought.
17. **Invalidity:** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said agreement, but shall be binding and effective against all parties.
18. **Termination and Arbitration:** Throughout the term hereof, the School Committee may terminate this Agreement and the Superintendent may be subject to discharge for good cause. For purposes of this Agreement, "good cause" shall mean any ground that is put forth by the Committee in good faith as warranting discharge and which is not arbitrary or irrelevant to the task of maintaining an effective and efficient school system, and based on criteria which may include, without limitation: incompetence, incapacity, inefficiency, failure on the part of the Superintendent to satisfy his duties and obligations under this contract or his goals and objectives agreed pursuant to a performance evaluation, for conduct unbecoming a Superintendent

or for insubordination. In such circumstances, the Committee shall provide the Superintendent with a notice of intent to dismiss with an explanation of the grounds for the dismissal, and if he so requests, he shall be given a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision with the Committee, at which meeting he may be represented by an attorney or other representative, at his own expense, to present evidence and to call witnesses pertaining to the basis for the decision and to his status as an employee.

Any controversy or claim arising out of or relating to this Agreement, including the discharge of the Superintendent and/or any compensation owing hereunder shall be Settled and determined solely and exclusively by arbitration in accordance with the Voluntary Rules of the American Arbitration Association; the decision by an Arbitrator selected pursuant to such rules shall be final and binding subject to the provisions of M.G.L, Chapter 150C. Any claim for arbitration hereunder shall be null and void unless made within thirty (30) days of the act or incident alleged as a basis for the claim or controversy. Such time limits may be extended by the mutual written agreement of the parties. Notwithstanding anything in this Agreement to the contrary the parties hereby expressly agree that an arbitrator shall not have the power to reinstate the Superintendent.

19. **Indemnification:** The North Brookfield School District may defend, save harmless and indemnify the Superintendent as provided in M.G.L., Chapter 258 for any act or omission occurring in the performance of his duties as Superintendent provided that the Superintendent acted within the scope of his official duties, as described in the job description of the Superintendent, and also acted in good faith.

The North Brookfield School District may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent. The North Brookfield School District shall provide the Superintendent legal counsel and any costs for defense of any such claim or suit. This section shall survive any termination of the agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SIGNED AND SEALED THIS AGREEMENT IN DUPLICATE ON THE  
\_ DAY OF DECEMBER, 2017.

NORTH BROOKFIELD SCHOOL TRICT

  
School Committee Chair

  
Richard Lind, Superintendent