

*Employment Agreement between the
Norwood Public Schools
and
Superintendent of Schools*

1. PARTIES TO AGREEMENT

This Agreement, made as of this 11th day of March 2020, by and between the Norwood School Committee (hereinafter referred to as the "Committee") and [REDACTED] (hereinafter referred to as the "Superintendent of Schools" or the "Superintendent"). In consideration of the promises herein contained, the parties hereto mutually agree as follows.

2. TERMS OF EMPLOYMENT

The Committee hereby employs [REDACTED] as Superintendent of the Norwood Public Schools, and the Superintendent hereby accepts employment subject to the following terms and conditions:

2.1 Certification:

Throughout the term of this Contract, the Superintendent shall maintain a valid and appropriate certificate qualifying him to act as Superintendent of the District in the Commonwealth as required by Massachusetts General Laws, Chapter 71, §38g.

2.2 Duration:

The Superintendent shall be employed for a period of four (4) years beginning on July 1, 2020 and ending on June 30, 2024. For purposes of this Contract, the anniversary date shall be July 1st of each year.

2.3 The Superintendent will notify the Committee, in writing by October 1, 2023, if he desires to extend the contract and the Committee will notify the Superintendent in writing by December 1, 2023 whether it desires to enter into negotiations for a successor contract. The agreement shall not automatically renew.

3. DUTIES AND RESPONSIBILITIES

The Superintendent shall manage the system in a fashion consistent with state and federal law, Massachusetts Department of Elementary and Secondary Education and Department of Revenue regulations and requirements, and the policy and budget determinations of the Committee. He shall faithfully, diligently and competently perform his duties and responsibilities as Superintendent; including, but not limited to, the duties and responsibilities set forth in the job description for Superintendent of the Norwood Public Schools as approved by the Committee in April 2017 and any subsequent amendments. He shall serve as the Chief Executive Officer of the Committee and hereby agrees to comply with all policies, rules and regulations established by the Committee, except as those policies, rules and regulations may conflict with the terms of this Contract or the provisions of state or federal law.

4. COMPENSATION

4.1 Salary:

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 \$174,500 beginning on July 1, 2020. The salary shall be payable in equal installments convenient to the parties, at least once per month, and shall be subject to any adjustments agreed upon by the Committee and the Superintendent pursuant to Section 4.1.1 below. At no time during the life of this Contract, or any extension or modification hereof, shall the Superintendent's salary, specific benefits or other compensation of any kind be reduced.

4.1.1 Salary Adjustments:

Each year during which this Contract is in effect, the Committee and the Superintendent shall meet at least ninety (90) calendar days prior to the anniversary date for the purpose of reviewing the Superintendent's salary and expenses.

4.2 Travel Allowance:

The Committee agrees to provide a monthly travel allowance of \$500.00. Out of state trips shall require prior approval in accordance with Section 4.4.

4.3 Miscellaneous Expenses:

The Committee agrees to reimburse the Superintendent up to One Thousand and 00/100 Dollars (\$1,000.00) annually for out-of-pocket job-related expenses incurred and paid by him, excluding travel allowance.

4.3.1 Cellular Phone/Data Plan Expenses:

The Superintendent is required to maintain a cell phone for work purposes. The Committee agrees to reimburse the Superintendent up to \$60.00 per month for cell phone and data expenses.

4.4 Out-of-State Travel and Other Expenses:

The Committee shall reimburse the Superintendent for reasonable out-of-state travel expenses incurred in the performance of his duties under this Section, including transportation costs, lodging, meals and conference fees with advance approval of the Committee. The Superintendent will provide the Committee with a monthly report of all expenses incurred by him, if any.

4.5 Professional Memberships:

The Committee shall pay the Superintendent's membership dues for the Massachusetts Association of School Superintendents (MASS), the ASCD, and AASA.

5. BENEFITS

Whenever the Superintendent is going to be out of the office for an extended period of time, he shall notify the School Committee chair, and designate someone to serve as acting Superintendent in his absence.

5.1 Vacation

5.1.1 Entitlement:

The Superintendent shall receive twenty-five (25) working days of vacation each contract year, which shall be credited on July 1st of each contract year. In the event that this Contract is terminated for any reason prior to its expiration date, the Superintendent's vacation entitlement shall be deemed earned pro rata at a rate of 1.83 days per month.

5.1.2 Accrual:

The Superintendent will be allowed to carry forward up to ten (10) days of unused vacation time from year-to-year.

5.1.3 Unused Vacation Buyback:

The Committee agrees to buyback from the Superintendent up to ten (10) unused vacation days at the rate of 1/260 of his annual salary, at the end of his contract.

5.2 Sick Leave:

5.2.1 Entitlement:

The Superintendent shall accrue fifteen (15) days of sick leave per year at a rate of 1.25 days per month.

5.2.2 Accrual:

Sick leave may be accrued and carried over from year-to-year up to a maximum of Two Hundred Sixty (260) days.

5.3 Holidays

The Superintendent shall be entitled to leave with pay on each holiday recognized by the Committee.

5.4 Personal Days:

The Superintendent is eligible for three (3) personal days per year. Personal days may not accrue and be carried over from year-to-year.

5.5 Bereavement Days:

The Superintendent will be allowed leave with pay up to five (5) days at any one time in the event of death or funeral of a parent, spouse or child; up to three (3) days for the death or funeral of a grandparent, spouse's grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or any permanent member of the same household as the Superintendent, and one (1) day for the death of an aunt, uncle, niece or nephew.

5.6 Medical:

The Committee shall pay the same percent of the annual premium of the Superintendent's medical plan as it does for all other employees, provided the plan is one approved by the Town of Norwood. In the event the Superintendent declines to participate in the medical plan, he will sign the appropriate waiver.

5.7 Credit Union:

The Superintendent is eligible for membership in the Norwood Public Schools Employees Credit Union.

5.8 Tax Sheltered Annuity:

The Superintendent is eligible for the Norwood Public Schools Employees Tax Sheltered Annuity Plan.

5.9 Retirement Program:

The Superintendent will enroll in the retirement system as required by the Massachusetts General Laws, Chapter 32, §2.

6. OUTSIDE ACTIVITIES

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit with advance approval of the Committee, provided that they do not interfere with the performance of his duties as Superintendent.

7. TERMINATION

7.1 For Cause:

The Committee may dismiss the Superintendent at any time prior to the expiration date of this Contract for inefficiency, incapacity, conduct unbecoming, 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 (hereinafter referred to as AAA) and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties.

7.1.2. Arbitrator's Authority:

Either party may invoke the above arbitration provisions by filing a demand for arbitration with the AAA and the other party. The arbitrator shall be limited to determining whether the termination was for good cause or not, and if the Arbitrator determines that the termination was not for good cause, the maximum remedy shall be limited to the salary due through the end of the contract, not to exceed one year's salary. Reinstatement shall not be awarded as a remedy.

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 accordingly.

7.2 Not For Cause:

In the event the Superintendent is terminated for any reason other than for cause, he shall receive a payment equal to the lesser of one year's base salary at his then current rate of pay or the balance of base salary due through the end of the contract.

7.3 By the Superintendent:

In the event the Superintendent desires to terminate this Contract before his term of service shall have expired, he may do so by giving at least one hundred twenty (120) calendar days notice in writing to the Committee.

8. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT

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 within the budget and the goals established by the Committee. The Superintendent's powers, as previously described in the preceding sentence, 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. 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 which they deem important enough to warrant the Superintendent's attention.

9. EVALUATION:

9.1 Frequency:

Except as described below (section 9.1.1), the Committee shall evaluate and assess, in writing, the Superintendent's performance at least once each contract year during the term of this contract using the DESE evaluation process and instrument that have been reviewed by the Superintendent prior to the evaluation. This evaluation and assessment shall be based on his performance of the duties outlined in the job description of the Superintendent as approved by the Committee in April 2017 and any subsequent amendments, and his accomplishments of the Committee's goals and objectives of the Norwood Public Schools for the year in question.

9.1.1 If the Superintendent's overall annual evaluation is "proficient" or "exemplary", the Committee will evaluate and assess his performance using a

two-year evaluation cycle with a mid-cycle update and discussion of progress towards goals at the end of year one (Spring/Summer).

9.2 Format:

Said evaluation process shall include, at a minimum, the completion by each Committee member of an evaluation instrument agreed to by both parties, the responses to which shall be compiled into a Committee composite evaluation by the Chairperson of the Committee, or the Chairperson's designee. This composite evaluation shall include, in writing, any consensus, where it exists, among the individual Committee members of specific instances of satisfactory or unsatisfactory performance, and areas of improvement and strengths.

9.3 Presentation of the Evaluation:

The composite and each of the individual instruments shall then be presented to the Superintendent by the Chairperson of the Committee and reviewed by them, following which the composite shall be signed by each of them, acknowledging said review and placed in the Superintendent's personnel file.

9.4 Superintendent's Response:

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 provided, however, said right must be exercised by the Superintendent within thirty (30) days of the receipt of said composite and provided further, if said response is to be read publicly by the Superintendent, the Committee shall have the right to review it prior to such reading. Whether the Superintendent wishes to respond in writing, or read publicly his response, or not, said evaluation results and scores will be made public at a Committee meeting.

10. PERFORMANCE:

The Superintendent shall fulfill all aspects of this Contract to the best of his ability. Any exceptions or changes shall be by mutual agreement, in writing, between the Committee and the Superintendent. Failure to fulfill the obligations agreed upon in this contract shall be grounds to terminate this Agreement.

11. INDEMNIFICATION

11.1 Hold Harmless:

The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of Massachusetts General Laws, Chapter 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 assistance in litigation at his last per diem rate of pay (base salary divided by 260).

This indemnification provision shall survive expiration of this Contract or the cessation of the employment relationship. The Committee agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent and employee of the Committee which arise while the Superintendent was acting within the scope of this employment to the extent required by law.

12. 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.

13. 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 have hereunto signed and sealed this contract, and duplicate thereof, this 11th day of March 2020.

SUPERINTENDENT



NORWOOD SCHOOL COMMITTEE

Teresa Stewart

Teresa Stewart, Chair

Maura Smith

Myev Bodenhofer

Dave Catania

Joan Giblin