

## NORWOOD PUBLIC SCHOOLS

### SUPERINTENDENT'S EMPLOYMENT CONTRACT

July 1, 2024 through June 30, 2027

THIS AGREEMENT is made as of this 20th day of March 2024, by and between the Norwood School Committee, hereinafter referred to as the "Committee" and Timothy Luff, hereinafter referred to as the "Superintendent".

#### 1. EMPLOYMENT:

The Committee hereby employs Timothy Luff as Superintendent of the Norwood Public Schools and Timothy Luff hereby accepts employment as Superintendent of the Norwood Public Schools on the following terms and conditions.

#### 2. TERM AND RENEWAL:

- A. The Superintendent shall be employed for a period of three (3) years commencing July 1, 2024, and ending June 30, 2027. For purposes of this Agreement, the anniversary date shall be July 1 of each year.
- B. Unless terminated earlier in accordance with Section 4 of this Agreement or extended in accordance with Section 2(C) of this Agreement, this Agreement shall terminate, as herein provided, on June 30, 2027, and as of such date, Timothy Luff's employment as Superintendent of the Norwood Public Schools shall also terminate.
- C. The Superintendent and the Committee shall notify each other in writing on or before July 1, 2026, as to whether they wish to renew this Agreement or extend this Agreement for a specified length of time beyond the stated expiration date. In the event that both the Superintendent and the Committee indicate their desire to commence negotiations for a successor Agreement, both parties agree that they shall meet and attempt to conclude negotiations by August 1, 2026. In the event the Committee fails to notify the Superintendent whether it wishes to renew or extend this agreement on or before July 1, 2026, then this contract shall automatically renew for a one-year period and terminate on June 30, 2028, unless otherwise agreed by the parties.
- D. In the event that one or both parties do not wish to commence negotiations for a successor Agreement, this Agreement shall terminate, as herein provided, on June 30, 2027. Failure to extend or nonrenewal of this Agreement shall not be considered termination under this Agreement.
- E. In the event that the Superintendent desires to terminate this contract before the term of services shall have expired, they may do so without penalty by giving at least one hundred- and twenty-days (120) written notice of their intention to the Committee chairperson consistent with Section 4(B) of this Agreement.

F. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Committee to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 4 of this Agreement.

G. This agreement can be terminated by mutual agreement of both parties at any time.

### **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 in accordance with the regular payroll cycle of the School District. For purposes of this Agreement, a Contract Year shall commence on July 1 and shall end the following June 30. During Contract Year 1 (July 1, 2024 – June 30, 2025), the Superintendent shall be paid an annual salary of \$210,000. The salary shall be payable in 26 equal installments and shall be subject to any adjustments agreed upon by the Committee and the Superintendent.

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 purposes of reviewing the Superintendent's salary and expenses.

2. 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.

B. The Superintendent shall not be entitled to overtime or compensatory time. The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

### **4. TERMINATION:**

A. For Cause.

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 of the intent to dismiss and an explanation of the grounds for the dismissal in sufficient detail to permit the Superintendent to respond, along with documents relating to the grounds for dismissal, and if the Superintendent so requests, 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.

Any termination pursuant to this Section shall relieve the Committee of any further liability under this contract except for wages and other sums due and owing under this agreement as of the date of termination, unless modified pursuant to the arbitration provisions of this agreement or by an agency or Court of competent jurisdiction.

1. 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. In order to be timely, any such demand must be filed within thirty (30) days of the date of the termination. 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 through the end of the contract, not to exceed six month'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 other 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.

B. Early Termination By the Superintendent.

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 in writing to the Chair of the Committee or such other written notice as is mutually agreed to by the parties.

C. This Agreement and the Superintendent's employment may be terminated at any time by mutual agreement of both parties.

D. Termination of the Superintendent's employment shall terminate this Agreement. Upon termination of this Agreement, the Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of their termination. Except as otherwise required by law or agreed to by the Parties, the Committee shall not be required to pay, and the Superintendent shall not earn and shall not be entitled to receive, any salary payments or benefits after the effective date of his termination. The Superintendent may request to use his accrued vacation days prior to their separation from employment.

**5. DUTIES:**

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. The Superintendent shall faithfully, diligently, and competently perform their duties and responsibilities as Superintendent. They 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/her to act as Superintendent of the district in the Commonwealth, as required by M.G.L. c.71, §38G.

## **7. SUPERINTENDENT/COMMITTEE COMMUNICATIONS AND RELATIONSHIPS:**

A. No later than August 31, 2024, the Committee and the Superintendent shall meet to develop and discuss processes and procedures for communication between the School Committee and the Superintendent. In addition, no later than October 31 of each subsequent year of this Contract, the Committee and the Superintendent shall meet to discuss working relationships and communication.

B. The relationship between the Committee and the Superintendent shall be based in a deep commitment to working cooperatively for the benefit of the children and the general community served by the Norwood Public Schools, and it shall reflect a clear understanding that the Committee is the establishing agent of all School District policy and that the Superintendent has the responsibility to recommend and administer policy in a sound, ethical and fair manner.

C. In its discretion, the Committee will refer to the Superintendent any criticisms, complaints and situations that are brought to its attention and which the Committee deems important enough to warrant the Superintendent's attention for action, study, and/or response, as appropriate. The Superintendent shall review and make recommendations on any matters referred to her by the Committee. The Committee will not evaluate or discipline the Superintendent based upon anonymous reports or matters that were not previously brought to the Superintendent's attention.

## **8. 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.

## **9. 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 a 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.

## **10. REIMBURSEMENT OF EXPENSES:**

A. Professional Development Expenses. The Committee shall reimburse the Superintendent for reasonable in-state or out-of-state professional development expenses incurred in the

performance of his/her duties under this Section for the purpose of attending conferences and workshops including transportation costs, lodging, meals and conference fees and other related expenses. The allocated amount is up to \$6,500 per Contract Year. The Superintendent will provide the Committee with a monthly report of all expenses incurred by him, if any. The Superintendent will communicate with the School Committee any adjustments above the noted amount.

- 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 National Association of Pupil Services Administrators, the New England Association of School Superintendents, and any other professional association the Superintendent deems appropriate with advanced approval of the Committee.
- C. Technology Expenses. The District will provide, at no cost to the Superintendent, a laptop or equivalent device which is updated every 3-4 years. Additional technology may be provided at the Superintendent's request depending on budget and with prior approval by the School Committee. The Committee will reimburse the Superintendent \$800 per Contract Year for the use of his personal cell phone.
- D. Vehicle/Travel Allowance. The Committee agrees to provide a monthly travel allowance of \$250 above and beyond professional development expenses outlined in Section 10(A) of this agreement.
- E. The School Committee will provide a total reimbursement for completion of graduate courses or other professional development up to \$1,500 per Contract Year. Said course work is for relicensure purposes and requires prior written approval by the School Committee.
- F. The Committee will pay for the Superintendent to participate in the New Superintendent Induction Program (NSIP) through the Massachusetts Association of School Superintendents. The cost of the program is \$5,000 in Year One. The Superintendent and Committee will determine if years Two and Three are necessary during the Superintendent's first year evaluation. If it is deemed necessary, then the Committee will pay for years Two and Three at the cost of \$4,700 for each year.

#### **11. STATE RETIREMENT ASSOCIATION:**

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

#### **12. PERIODIC EXAMINATION:**

No more than annually, 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. Said report shall be filed with the secretary of the Committee and treated as confidential information by the Committee. The cost of said examination, beyond the amount paid

by insurance, will be paid by the Committee. The School Committee may, at its option, require a physical exam with its own doctor, at its expense.

**13. 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. 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.

**14. VACATION:**

The Superintendent shall receive twenty-five (25) working days of vacation each Contract Year, exclusive of legal holidays, which shall be credited on the first day of each Contract Year. The Superintendent may carry over up to five (5) vacation days per year with a maximum carry-over accumulation of ten (10) days. 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 (1.83 days per month). 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 Norwood School Committee.

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

**15. SICK LEAVE AND PERSONAL DAYS:**

A. The Superintendent shall accrue annual sick leave at the rate of fifteen (15) days of sick leave per Contract Year. The fifteen (15) sick leave days will be provided as of July 1 of each Contract Year. In the event this Agreement is terminated before the end of a fiscal year, for purposes of redemption, sick days will be prorated for the partial year worked and will accrue at a rate of 1.25 days per month. Sick leave may be accrued and carried over from year-to-year up to a maximum of 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. Personal days may not accrue and do not carry over from year to year.

## **16. 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.

## **17. EVALUATIONS:**

A. The Committee and the Superintendent shall meet in open session to discuss the establishment of mutually acceptable goals and objectives, including measurable outcomes, for each school year, taking into account the educational goals or policies established by the Committee. If the parties are unable to agree on mutual goals and objectives, the Committee shall set goals and objectives, including measurable outcomes, considering the consultation and deliberation they have had with the Superintendent and based on applicable evaluation standards or models established by DESE. Such goals, objectives, and measurable outcomes shall be such as are reasonably attainable. The Committee agrees to work with and support the Superintendent in achieving such goals, objectives, and measurable outcomes, as well as all District Goals.

B. 360-Degree Assessment. A 360-degree assessment allows the School Committee and the Superintendent to request more subjective information from direct reports, union leadership, and/or community stakeholders. A 360-degree assessment will be conducted annually in February. The 360-degree assessment tool will be developed by the Committee and Superintendent, and tie back to the goals and objectives established in 17(A), above. Participants will be selected jointly by the Superintendent and the Committee. Information received from the 360-degree process may be considered as evidence of progress towards individual or district goals but shall not be determinative. The Superintendent shall have the opportunity to review and respond to all information obtained in the 360-degree assessment and shall not be disciplined, evaluated, or face other adverse consequences solely as the result of the 360 degree assessment until he has had reasonable opportunity to review, respond to, and, if applicable, implement feedback provided in the 360-degree process.

C. The Superintendent shall be evaluated annually by the Committee. The Committee and the Superintendent shall agree upon a time in each year of this Agreement to conduct the Superintendent's evaluation. The Committee shall consult with the Superintendent on the evaluation instrument to be used by the Committee in its evaluation of the Superintendent. Prior to the evaluation, the Superintendent shall report in writing to the Committee, their updates, accomplishments, and progress toward and attainment of the goals and objectives established in 17(A), above.

D. The Committee and the Superintendent shall deliberate as permitted under the Massachusetts General Laws regarding the Superintendent's evaluation and the Committee shall provide the Superintendent with a copy of the written evaluation at least five (5) workdays prior to the meeting of the Committee scheduled to discuss the evaluation with the Superintendent. The Chair or Chair's designees shall complete the evaluation form for the Committee. In conducting the evaluation, the Committee shall speak in "one voice" by voting as an entire Committee on the Superintendent's performance. The feedback of each member of the Committee regarding each aspect of the evaluation shall not be segregated from the consensus view. In the event that the

Committee consensus determines that the performance of the Superintendent is unsatisfactory in any respect, the Chair or Chair's designees shall describe in writing in reasonable detail the specific areas of unsatisfactory performance, the specifics which give rise to this determination, and related suggestions for improvement.

E. The Superintendent shall sign the written evaluation completed by the Chair or Chair's designees. The Superintendent's signature shall not necessarily indicate agreement with the content of the evaluation, but rather shall indicate acknowledgement of receipt of the document. The completed and signed evaluation form shall be placed in the Superintendent's personnel file. The Superintendent may respond to the evaluation in writing and the Committee will attach any response to the evaluation in the Superintendent's file.

F. The Superintendent shall be provided copies of individual Committee member's evaluations, and shall meet with each Committee member to discuss the contents of each member's completed form at a mutually agreeable time.

G. 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.

#### **18. 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. Failure to fulfill the obligations agreed upon in this Contract shall be grounds to terminate this Agreement.

#### **19. 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/her participation in the presentation or preparation of a case in a judicial, administrative or arbitral forum at his/her then effective per diem rate of pay.

B. This Section 17 shall survive expiration of this Agreement or the cessation of the employment relationship by any means or cause.

#### **20. ENTIRE AGREEMENT:**

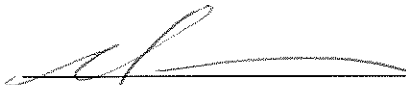
This contract embodies the entire Agreement between the Committee and the Superintendent, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

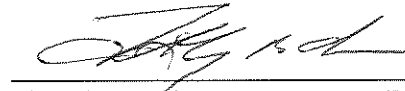



**21. INVALIDITY:**

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

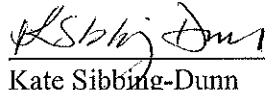
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 20<sup>th</sup> day of March, 2024.

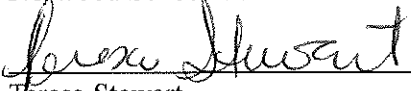
  
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Anne Marie Mazzola, Chair                      3/20/24  
Norwood School Committee                      Date

  
\_\_\_\_\_  
Timothy Luff                                              3/18/24  
Superintendent of Schools                      Date

  
\_\_\_\_\_  
Joan Giblin                                              3/27/24  
Norwood School Committee                      Date

  
\_\_\_\_\_  
David Hiltz                                              Date  
Norwood School Committee

  
\_\_\_\_\_  
Kate Sibbing-Dunn                                      3/20/24  
Norwood School Committee                      Date

  
\_\_\_\_\_  
Teresa Stewart                                              3/20/24  
Norwood School Committee                      Date