

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

This agreement made as of July 2, 2016 by and between the Norfolk County Agricultural High School Board of Trustees, herein after referred to as the “Trustees”, and Tammy Tower Quinn, Ed.D., herein referred to as “Quinn”.

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 Quinn as Superintendent-Director of The Norfolk County Agricultural High School located at 400 Main Street, Walpole, MA 02081. (NCAHS) Quinn does hereby accept said employment and enters into this contract on the following terms and conditions.
2. **Term:** Quinn shall be employed pursuant to this agreement for a three year period commencing July 2, 2016 through June 30, 2019. The contract may be extended by mutual agreement of the Trustees and Quinn. In any event both Quinn and the Trustees shall notify each other of their intentions receiving 120 days notice.
3. **Compensation:** Quinn shall be paid a salary \$ 145,000.00 for the first year of this agreement. Any subsequent increases will be voted by the Trustees. In no event shall Quinn’s salary be reduced during the term of this contract.
4. **Termination:** In the event that Quinn desires to terminate this contract before her term of service has expired, she may do so by giving at least 120 days notice of her intention to the Trustees, with a time and date for such termination to be jointly established between Quinn and the Trustees. Quinn shall only be subject to dismissal or early termination in accordance with the rules and procedures set out in MGL Chapter 71, Section 42.
5. **Duties:**
 - A. Quinn shall perform faithfully, to the best of her abilities, the duties of the Superintendent-Director of The Norfolk County Agricultural High School. Quinn 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.
 - B. Quinn 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 judgement best serves the NCAHS, both in terms of student education and business affairs. Quinn’s responsibilities shall include, but not be limited to, the responsibility for selection, placement and transfer of personnel for whom she has appointing authority.
 - C. The Trustees shall promptly refer to Quinn for her study and recommendation all criticisms, complaints and suggestions brought to their attention in accordance

with Massachusetts Association of School Committees code of ethics for School Committee Members. The parties acknowledge to one another that Quinn's participation in studying and recommending those criticisms, complaints and suggestions may be limited by MGL Chapter 268A and mutually promise to take all steps necessary and appropriate to permit Quinn to participate as fully as possible in such matters.

6. **Reimbursement for Expenses:** The Trustees shall reimburse Quinn for all expenses reasonably incurred in the performance of her duties under this contract. 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
7. **Professional Affiliations:** The Trustees shall annually provide funds for Quinn's membership in appropriate professional organizations as determined by her to be in the best interest of NCAHS.
8. **State Retirement Association:** Quinn 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.
9. **Fringe Benefits:**
 - A. **Benefits Generally Available to School Employees:** Quinn shall be entitled to all insurance benefits (medical, dental, hospital and life) and any other fringe benefits available to school employees at NCAHS. The entitlement shall not reduce any benefit expressly provided for in this contract or Exhibit "A" nor limit the parties' authority to negotiate additional benefits in the future.
 - 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. NCAHS 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 Quinn is to provide additional supervision and security on the NCAHS Campus, but nothing contained in this Paragraph 9B requires a constant presence or diminishes Quinn's rights under Paragraphs 6, 9C or 9D.
 - C. **Annual Vacation:** Quinn shall receive twenty five working days as annual vacation exclusive of holidays. Said twenty five days shall be credited to Quinn at the beginning of the term specified in paragraph 2. At the same time, up to twenty

five vacation days of the annual vacation accumulated but not used during the years of Quinn's service to NCAHS prior to the term shall also be credited to her, so that she will have fifty days of annual vacation to be used during the term of this agreement or reimbursed pursuant to Paragraph 9E, below.

- D. **Sick Leave:** Quinn shall be entitled to fifteen days of sick leave in each year of this contract with unlimited accumulation of unused sick leave.

- 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) Quinn's resignation, retirement or death, Quinn shall be paid for the unused leave time she has accumulated under paragraphs 9C or 9D and during her prior service. In the case of her death, the beneficiary of Quinn shall receive the benefits enumerated in this paragraph 9. Payment for unused accumulated vacation leave shall be at Quinn's then daily rate. Payment for unused accumulated sick leave shall be calculated and paid in the manner established for employees of Norfolk County.

10. Performance:

- A. Quinn agrees and represents that she shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the Trustees and Quinn in writing.
- B. Failure to fulfill the obligations agreed upon in her contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents and will be reported by the Trustees to the appropriate state and national associations of school administrators and to appropriate state authorities.
- C. The Trustees shall annually evaluate Quinn's performance as required by the MDESE, in writing in accordance with the evaluation instrument that clearly articulates the goals, objectives and standards by which Quinn's performance will be measured. Quinn will submit no later than September 30th of each school year her goals and objectives to the Trustees for their review and approval. The Chairman of the Board of Trustees shall designate a member to compile the evaluation and present it to the Trustees.

- 11. **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 capacity as an agent and/or employee of the Trustees.

12. 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 shall be settled and 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.
- B. **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 Arbitrator shall not consider evidence relating to complaints or criticisms which have not been previously awarded to Quinn.
13. **Entire Agreement:** This contract embodies the whole agreement between the Trustees and Quinn, 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.
14. **Certificate:** Quinn shall furnish and maintain throughout the term of the contract a valid and appropriate certificate qualifying her to act as Superintendent-Director in the Commonwealth of Massachusetts, as required by MGL Chapter 71, Section 38G.
15. **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.
16. **Quinn's and the Trustees Protection:** Quinn and the Trustees agree that the individual members of the Trustees shall not be sued personally for any alleged violation of this agreement and that Quinn may not be sued personally for any alleged violations.

IN WITNESS THEREOF, the parties have thereunto signed and sealed their AGREEMENT, and a duplicate thereof, the _____ day of _____, 2016

Tammy Tower Quinn
Superintendent-Director

Edwin S. Little – Chairman
for the Norfolk County Agricultural High
School Board of Trustees

Approved as to form:

Joseph McParland, Esq. General Counsel