

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT (the "Contract"), is entered into effective the first day of January, 2022 between the Board of Education (the "Board") of the Washtenaw Intermediate School District (the "District"), and Naomi Norman.

**1. CONTRACT PERIOD**

The Board agrees to employ Naomi Norman as Superintendent of the District for the term of four and one-half (4½) years from January 1, 2022 to and including June 30, 2026, subject to extension, non-renewal and termination. Yearly, the Board shall consider and vote upon extending this Contract for an additional one (1) year, effective July 1, 2023, so that the term of this Contract is maintained at four (4) years. The terms of this contract will be reviewed annually by the Board and Naomi Norman and are subject to revision by agreement of the parties, in writing.

**2. DUTIES**

Naomi Norman agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board and the laws of this State. She represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent. She agrees, as a condition of her continued employment, to meet and maintain all certification and continuing education requirements for the position of Superintendent, as are and may be required by law and/or by the State Board of Education.

Naomi Norman shall serve as chief executive officer and chief administrative officer of the District. She shall act as an advisor to the Board on matters pertaining to the administration of the District, and she will inform the Board regarding administrative action taken on its behalf. She shall be entitled to:

- A. Present her recommendations to the Board on any subject under consideration by the Board.
- B. Attend each meeting of the Board, except Executive Sessions called for the purpose of discussion of the Superintendent's performance evaluation and this contract.

- C. Serve as an ex-officio member of each committee established by the Board.

Naomi Norman shall have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the District subject to the approval of the Board. The responsibility for selection, placement, and transfer of personnel shall be vested in Naomi Norman subject to approval by the Board, and the Board, individually and collectively, shall promptly refer to her criticisms, complaints, and suggestions that warrant her attention for study and recommendation.

When Naomi Norman is on vacation, leave, or away from the District performing official duties, she shall have the authority to appoint another District administrator to act in her behalf while she is away.

### 3. COMPENSATION

- A. Base Salary: The Board agrees to pay Naomi Norman Two Hundred Ten Thousand and 00/100 (\$210,000.00) Dollars per year in 24 pay periods. Beginning July 1, 2022, she shall receive a three and one-half percent (3½%) increase in base salary upon receiving an overall performance evaluation of “effective” or “highly effective” for the preceding school (fiscal) year.
- B. Annuity: Naomi Norman shall receive a non-elective, employer-paid contribution to a 403(b) tax-sheltered annuity or a 401(a) money-purchase retirement plan in the amount of 13% of base salary beginning with the 2022-2023 school (fiscal) year, plus, beginning with the 2023-2024 school (fiscal) year, an additional contribution of one percent (1%) of base salary starting the first pay period in July of every school (fiscal) year. On or before the conclusion of the 2021-2022 school (fiscal) year, the Board shall honor its agreement to make a payment of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars toward the premium of a Board-paid IRS Section 403(b) annuity, subject to a satisfactory evaluation by the Board, as contained in paragraph 3, Compensation, of the WISD Interim Superintendent’s Contract, dated June 22, 2021.
- C. Longevity Supplement: As further compensation for Naomi Norman’s services performed pursuant to this Contract, the Board shall, during each year of this agreement beginning July 1, 2023, pay two percent (2%) of base salary as a longevity supplement, plus, beginning with the 2024-2025 school (fiscal) year, an additional longevity supplement of one percent (1%) of base salary every school (fiscal) year.



- D. Merit Pay: Beginning with the 2022-2023 school (fiscal) year, upon receiving a yearly performance evaluation of "effective" or "highly effective," Naomi Norman shall receive a payment of three percent (3%) of base salary.
- E. Education Pay: If Naomi Norman obtains a doctorate level degree, the Board will pay an additional three percent (3%) of base salary in recognition of the advanced degree.

#### 4. FRINGE BENEFITS

In addition to the conditions (A. through I.) listed below, Naomi Norman shall have all the following fringe benefits that are granted to other central office administrators by the Board as described in Article III of the *WISD Staff Manual for Non-Affiliated and Early Childhood Personnel*: Medical, Prescription Drug, Dental, Vision, Long Term Disability, Accidental Death & Dismemberment, Workers Compensation, and General Liability.

- A. Paid and Unpaid Leave: Naomi Norman shall be entitled to the same leaves with pay and accruals (carry forwards) thereof, leaves without pay, and insurance payments during leave as provided to other central office administrators by the Board as delineated in Article IV.C. through E. of the *WISD Staff Manual for Non-Affiliated and Early Childhood Personnel*. All of her accrued (carry forward) paid leave time as of December 31, 2021, shall be carried forward under the terms of this Contract. Payment of her accrued paid leave time upon her termination of employment shall be in accordance with Article II.O. of said *WISD Staff Manual*.
- B. Life Insurance: Naomi Norman, if insurable, shall be provided with a term-life insurance policy with a face value of double her base salary. This term-life insurance shall be in lieu of, rather than in addition to, the life insurance provided to non-affiliated personnel.
- C. Car Allowance: The Board shall provide Naomi Norman an automobile allowance of One Thousand Two Hundred Fifty and 00/100 (\$1,250.00) Dollars per month to cover her vehicle expenses.
- D. Miscellaneous Expense: The Board shall reimburse Naomi Norman for other reasonable expenses, incurred by her in the performance of her duties, subject to approval by the Board President. In addition, as part of administrative expense and included in the general fund budget, she may use the sum of Three Thousand and 00/100 (\$3,000.00) Dollars per school (fiscal) year for expenses indirectly related to her position.

- E. Medical Examination: Naomi Norman shall submit to a biennial medical examination by a licensed physician with the cost to be paid by the Board. A statement certifying her medical competency to fulfill her duties shall be given only to the Board President.
- F. Security: In the event Naomi Norman's life or safety is threatened by reason of her official position, the Board shall pay the reasonable costs of providing suitable protection for her and her family (i.e., security services, video camera, home security system).
- G. Professional Memberships: The Board shall pay professional dues incurred as a result of Naomi Norman's membership in local, state and national professional organizations, to a maximum of five such organizations.
- H. Continuing Education: The Board shall reimburse Naomi Norman for tuition and fees incurred during the course of her employment, upon successful completion of post graduate course work, which is relevant to her position and the performance of her job responsibilities. This reimbursement shall be limited to two (2) courses per semester.
- I. MPSERS Reimbursement: Naomi Norman and the Board agree that all items under the Compensation section of this Contract are direct compensation for duties of her role as Superintendent and the District will pay all applicable MPSERS cost on those items.

## 5. EVALUATION

At least once each school (fiscal) year, the Board and Naomi Norman shall meet in closed executive session for the purpose of mutual evaluation of her performance and expressing recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views.

## 6. TERMINATION PROVISIONS

- A. Termination for Credential Loss: If at any time Naomi Norman fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Board may terminate this Contract and the Board shall have no further obligation hereunder. The Board may, in its sole discretion, grant her a reasonable amount of time to meet or acquire those certificates, credentials, and qualifications on conditions to be set by the Board.
- B. Termination for Just Cause: The Board shall be entitled to terminate Naomi Norman's employment at any time during the term of this Contract for just cause when it



determines that she has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, if she materially breaches the terms and conditions of this Contract, or for other just cause reasons. If the Board undertakes to dismiss her during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board at least ten (10) days after the written notice is served upon her. The parties are entitled to be represented at the hearing by counsel of their choice and at their own expense. The hearing shall be public or private at the option of Naomi Norman and in accordance with state law. In the event of termination of employment for just cause during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract.

- C. Termination for Reasons Not Arbitrary or Capricious: The Board is entitled to terminate Naomi Norman's employment during the term of this Contract for any reason that is not arbitrary or capricious. If the Board undertakes to dismiss her under this provision, the Board shall provide her with written notice of the Board's concerns and provide her ninety (90) days to address the concerns in a manner acceptable to the Board. Upon termination under this provision of the Contract, a severance payment will be paid to Naomi Norman of an amount of money equivalent to one year's base salary. For each year of service beyond June 30, 2025, an amount equal to one (1) additional month of base salary shall be added to the severance payment, capped at a maximum of eighteen (18) months total base salary payment. The Board will also continue health, dental, vision, and life insurance benefits for a period of one (1) year from the date of termination or until such time as another full-time position is obtained, whichever is earlier. The base salary severance payment shall be provided to Naomi Norman within thirty (30) calendar days of the date of termination. Payment by the Board of the severance package to Naomi Norman shall constitute a complete release and satisfaction of any and all claims, known or unknown, that she may have against the Board, the District, and any of its employees and agents.

The forgoing provisions for termination of this Contract by the Board during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

- D. Termination by Naomi Norman: Naomi Norman shall have the right for any reason to terminate her employment pursuant to this Contract at any time during its term, but subject to providing the Board one hundred eighty (180) days advance written notice of her intent to terminate. Upon termination occurring as a result of the exercise of such right, all existing contractual rights and benefits inuring to the benefit of Naomi Norman by virtue of this Contract shall thereupon cease and be of no further force and effect.



**7. TENURE**

Naomi Norman shall not have tenure as Superintendent or in any other administrative position.

**8. ANNUITY PROGRAM**

The Board, upon request of Naomi Norman, shall withhold from her salary and transfer such sums as she shall designate to a tax-deferred annuity program of her choosing.

**9. PROFESSIONAL MEETINGS**

Naomi Norman shall attend appropriate professional meetings at the local, state and national levels and shall be reimbursed her for this expense in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

**10. HOLD HARMLESS/LIABILITY INSURANCE CLAUSE**

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Naomi Norman while engaged in the performance of a governmental function and while she is acting within the scope of her authority. The policy limits for this coverage shall be not less than One Million and 00/100 (\$1,000,000.00) Dollars. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Naomi Norman. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. If this insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Naomi Norman. In that event, or if insurance coverage is not otherwise available to her, or if insurance coverage is available but inadequate to indemnify her, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to her as is authorized under MCL 691.1408 and MCL 380.11a (3)(d). The Board agrees that it will indemnify, defend, and hold harmless Naomi Norman pursuant to and in accordance with applicable statutes from civil claims, civil lawsuits, and other civil legal proceedings brought against her, either in her individual capacity or as an employee or agent of the Board, provided that in connection with the incident giving rise to the claim, lawsuit, or legal proceeding, she was acting during the course of her employment and within the scope of her authority, and the incident did not involve her gross negligence.

## **11. DISABILITY PROVISIONS**

In the event of Naomi Norman's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. She shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, she shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Naomi Norman, it may require a second opinion, at Board expense.

Naomi Norman may request a ninety (90) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that she will be able to resume her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Naomi Norman as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Naomi Norman is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Naomi Norman shall provide to the Board a fitness for duty certification from her health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

## **12. OTHER PROVISIONS**

A. Mediation: If a dispute between the parties arises relating to discharge of Naomi Norman during the term of this Contract, the parties agree to first submit the dispute to nonbinding mediation. Mediation is a process in which a neutral third party facilitates communication between the parties, assists in identifying issues, and helps explore solutions to promote a mutually acceptable settlement. The mediator shall have no authoritative decision-making power. The parties shall stipulate to the selection of the mediator. The mediator may direct the parties to submit in advance, or bring to the mediation, documents or summaries providing information about the dispute. Each party is entitled to representation by counsel of their choice at that party's own expense. The mediator's fees shall be divided between the parties on a pro-rata basis



unless otherwise agreed by the parties. The mediation will continue until a settlement is reached, the mediator determines that a settlement is not likely to be reached, the end of the first mediation session, or until a time agreed to by the parties. If the dispute is settled through mediation, within twenty-one (21) days, the parties shall prepare and sign a settlement agreement that resolves all contract and statutory claims advanced by Naomi Norman arising from her discharge during the term of this Contract. If the dispute is not settled through mediation, within seven (7) days after the completion of the mediation process, the mediator will notify the parties in writing that the mediation process is concluded. The dispute will then proceed to arbitration.

All mediation communications are confidential. They are not subject to discovery, are not admissible in a proceeding, including arbitration, and may not be disclosed to anyone other than the mediation participants unless all mediation parties agree in writing to disclosure. Mediation communications include statements whether oral or in a record, verbal or nonverbal, that occur during the mediation process or are made for purposes of retaining a mediator or for considering, initiating, preparing for, conducting, participating in, continuing, adjourning, concluding, or reconvening a mediation.

B. Arbitration: If a dispute between the parties arises relating to discharge of Naomi Norman during the term of this Contract not resolved by mediation, the parties hereby agree to submit it to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*

The parties intend that this process of dispute resolution will include all contract and statutory claims advanced by Naomi Norman arising from her discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Naomi Norman from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights) and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by her. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Naomi Norman is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Naomi Norman shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Naomi Norman, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.



The arbitrator's fees and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Naomi Norman, subject to the right of Naomi Norman to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the written notification that any mediation process was concluded, or the effective date of Naomi Norman's discharge during the term of this Contract, whichever is later. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 22<sup>nd</sup> Judicial Circuit of Michigan (Washtenaw County), pursuant to applicable provisions of the Michigan Uniform Arbitration Act.


C. Severability: If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without that provision.

D. Integration ("Zipper") Clause and Contract Amendment: This Contract contains the entire agreement and understanding by and between the Board and Naomi Norman with respect to the employment of Naomi Norman and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, including the WISD Interim Superintendent's Contract, dated June 22, 2021, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are cancelled and are superseded by the terms of this Contract; provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Naomi Norman and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.


A signed copy of this Contract must be returned to the Board within ten (10) days of the date the Board approves the Contract, or this Contract shall be considered null and void.

IN WITNESS WHEREOF, the parties hereto have set their hands.

  
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R. Stephen Olsen, President, Board of Education  
Washtenaw Intermediate School District

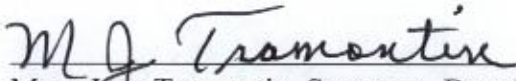
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Date



  
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Naomi Norman, Superintendent  
Washtenaw Intermediate School District

3/8/2022  
\_\_\_\_\_  
Date

This Superintendent Employment Contract was approved by a vote of the Board at a public meeting on March 8, 2022, and has been made a part of its minutes.

  
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Mary Jane Tramontin, Secretary, Board of Education  
Washtenaw Intermediate School District