

NORWICH BOARD OF EDUCATION
EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE
SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the City of Norwich (hereinafter called the "Board") and Abby I. Dolliver (hereinafter called the "Superintendent") that the said Board in accordance with its action pursuant to Section 10-157 of the Connecticut General Statutes, at its meeting of June 13, 2017 hereby employs Abby I. Dolliver as Superintendent of Schools and she accepts such employment on the terms and conditions set forth herein.

1. Duties

The Superintendent of Schools is the chief executive officer of the Board. In harmony with the policies of the Board of Education, State laws, and State Board of Education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or her designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and she or her designee may attend such meetings.

At least once each school year, at an appropriate date(s) to be mutually determined by the Board and the Superintendent, the Superintendent shall submit to the Board a comprehensive report(s) on the state of the Norwich Public Schools. This

report shall include, but not be limited to, information, analysis and evaluative comment by the Superintendent on the following areas of school district operations:

- 1) Instructional programs, current and developing,
- 2) Student achievement,
- 3) Professional staff relations and professional development,
- 4) Support staff relations,
- 5) Budget and finance,
- 6) Physical facilities
- 7) Parent organizations and relationships,
- 8) Community relationships.

The form and timing of such report(s) shall be determined jointly by the Board and the Superintendent.

In fulfilling her responsibilities, the Superintendent shall perform the duties set forth in the job description, which is attached hereto as Exhibit A. The Board and the Superintendent acknowledge that the above description of the Superintendent's duties is not all-inclusive and that the nature of the position is such that the Superintendent's duties may change to meet the needs of the school system.

2. Term

This Agreement is for a term of three years, from July 1, 2017 through June 30, 2020, subject to prior termination in accordance with the provisions of Section 6. Prior to June 30, 2018, the Board and the Superintendent shall discuss whether to extend her employment for an additional period of time. Neither party shall be obligated to enter into a new agreement at this time. However, in the event that a new agreement is entered into, the time remaining under this Agreement shall be incorporated therein so that at no time will the Superintendent be under contract to the Board for a period of greater than three (3) years.

If the Board and the Superintendent have not entered into a new agreement prior to January 15, 2020, the Superintendent shall notify the Board that her contract will expire on June 30, 2020 and shall inform the Board of this contract clause. Not later than March 1, 2020, the Board and the Superintendent shall commence discussion on whether to enter into a new employment agreement for the period commencing July 1, 2020. The parties will endeavor to conclude such discussions by June 1, 2020.

The time limits set forth herein may be waived by mutual agreement of the Board and the Superintendent.

3. Base Salary

The Superintendent's base annual salary for the first year of this Agreement (July 1, 2017 through June 30, 2018) shall consist of the sum of the following:

- a) A cash component in the amount of one hundred seventy one thousand, four hundred fifty eight dollars and zero cents (\$171,458.00).
- b) An additional sum of Ten Thousand Dollars (\$10,000), as to which amount the Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under Internal Revenue Code Section 403(b), as amended and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company has selected from the list of choices under the 403(b) plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code.

The Superintendent's base annual salary for the second and third years of this Agreement shall consist of the sum of the following:

- a) An amount not less than the previous year's annual salary; plus
- b) An elective tax sheltered annuity in the amount of not less than ten thousand dollars (\$10,000.00), which amount the Superintendent will arrange to have contributed as an elective deferral in accordance with Section 403(b) (12) (A) (ii) of the Internal Revenue Code toward the

purchase of a 403(b) annuity with a tax sheltered annuity company of her choice.

Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and shall become part of this contract; provided, however, that such shall not be deemed to extend the term of this Agreement. For the purposes of reporting the Superintendent's salary to the Connecticut State Teachers' Retirement System, and for determining the amount of the superintendent's mandatory contributions to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of her base annual salary, as specified in (a), and (b) above, if applicable.

4. Fringe Benefits

A. Leave.

The Superintendent shall accrue sick leave with full pay of fifteen (15) working days in each year of this Agreement. Any days that are not used within a year shall be added to the sick leave accrued during the Superintendent's prior service with the Norwich Board of Education. The total accumulation of sick leave shall not exceed one hundred fifty (150) days, except that additional days may be accumulated separately for purposes of severance pay as provided herein.

The Superintendent shall receive twenty-five (25) vacation days in each year of this Agreement. Up to ten (10) vacation days not used within a year may be carried over to the subsequent year. At no time shall the Superintendent's total accumulation of vacation exceed thirty-five (35) days. At the Superintendent's option, she may be paid for up to fifteen (15) vacation days not used within a year at the daily rate based on her cash compensation set forth in Section 3 (a) of this Agreement. In each year of this Agreement, the Superintendent shall notify the Board Chair and the district's Business Administrator not later than June 1 of the number of days for which she elects

payment and the Board shall make the payment for those days not later than June 30.

The Superintendent may take up to a total of five (5) personal days in each year of this Agreement for personal use.

The Superintendent shall notify the Board Chair or his/her designee at least two (2) weeks in advance of her intention to take any vacation, and the scheduling of such vacation. The Superintendent and the Board Chair or his/her designee shall work cooperatively to ensure that vacation is taken at such time as it does not interfere with the Superintendent's required duties and responsibilities. The Superintendent shall notify the Board Chair or his/her designee as soon as possible of any absence for sick leave or personal leave.

B. Health Insurance. The Superintendent shall have the option in each year of this Agreement to enroll in one of the medical and dental benefit plans that are offered to other employees of the Board. The Superintendent shall pay sixteen percent (16%) of the premium or premium equivalent and the Board shall pay the remaining premium cost. The amount of premium cost sharing for subsequent years of this Agreement shall be negotiated prior to July 1 of each of those years.

C. Life Insurance. The Board shall provide the Superintendent with group term life insurance coverage in the amount of one hundred fifty thousand dollars (\$150,000.00), with accidental death and dismemberment benefits.

D. Retirement. If the Superintendent retires from the Norwich Public Schools:

1) Upon retirement under the provisions of Section 10-183f(a) of the Connecticut General Statutes or upon death, the Superintendent or her estate shall be paid sixty-five dollars (\$65.00) for each year of service with the Board, plus thirty dollars (\$30.00) for each day of accumulated unused sick leave.

2) Upon retirement under the provisions of Section 10-183f(a) or (c) of the Connecticut General Statutes The Superintendent shall be covered for all insurance benefits provided by the Board up to and including her 65th birthday providing the Superintendent has reached her 60th birthday and has served twenty (20) years in the Norwich Public Schools. If the Superintendent has reached fifty-fifth (55th) birthday or later at the time of retirement and has served twenty (20) years in the Norwich Public Schools, the Board shall provide insurance coverage beginning the month following the retiree's 60th birthday provided she has maintained insurance coverage by paying premiums for participation in the group plan up to that point. It shall be the responsibility of the retired Superintendent to notify the Board at least sixty (60) days in advance of her sixtieth (60th) birthday if the retired administrator asserts eligibility for Board provided coverage at that time.

E. Automobile Allowance. For use of her own automobile in connection with school district business within the district, the Superintendent shall be paid a monthly stipend of four hundred dollars (\$400.00) per month. For automobile use outside the school district, the Superintendent shall be reimbursed at the standard IRS rate per mile.

F. Professional Development.

The Board shall provide reimbursement of actual expenses for the Superintendent to continue professional development and to participate in relevant professional meetings and professional associations at the local, state and national level, subject to prior approval by the Board. The Superintendent shall provide a report to the Board within thirty (30) days following her attendance at a seminar.

The Board shall pay the full cost of the Superintendent's professional association memberships in the American Association of School Administrators, the Connecticut Association of School Superintendents, and the Southeastern Connecticut Association

of School Superintendents (or such comparable organizations as the Board and the Superintendent may agree).

The Board shall pay the full cost of any renewal or revision to the Superintendent's State certification as may be required by statute or State Department of Education regulations.

G. Medical Examination. The Board may require that the Superintendent have a medical examination or other appropriate test whenever, in the Board's judgment, such is necessary based on such facts as short term or long term absence, or reasonable evidence of drug or alcohol abuse which manifests itself on the job or affects the Superintendent's performance.

H. Long term Disability Insurance will be provided to the Superintendent up to \$9,000 after 90 days.

5. Evaluation

The Board and the Superintendent shall mutually agree on a process for the formulation of goals and objectives. The parties shall endeavor to agree to the goals and objectives for each year not later than September 1. The goals and objectives shall be in the areas such as but not necessarily limited to the following:

- a) Student performance (e.g., mastery test scores, other measures of educational progress);
- b) Instructional development;
- c) Teacher and administrator contributions and development (e.g., team functioning, evaluation and professional development, maintenance and development of curriculum, building management, employee relations);
- d) Effective use of non-certified personnel resources;
- e) Administrative and financial management of the school system;
- f) Parental and community relations.

The Board in executive session shall evaluate the Superintendent at least annually during the term of this Agreement. The evaluation process shall include, but not be limited to:

- a) A report to the Board by the Superintendent reviewing her progress in meeting the goals and objectives as set forth above, which report shall be submitted not later than May 1;
- b) An evaluation conference with the Superintendent by members of the Board or a committee thereof;
- c) A written report of the Board's final evaluation of the Superintendent for the year, to be completed and submitted to the Superintendent;
- d) An opportunity, if the Superintendent so requests, to respond to the Board's evaluation and have a follow-up meeting.

These procedures and timelines may be modified by mutual agreement of the Superintendent and the Board.

6. Termination of Agreement

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) calendar days, except that the ninety day notice is not required if termination is part of the decision concerning a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the Board minutes, is acceptable.
- C. The Board may terminate this Agreement during its term for cause provided, however, that the Board's action shall not be arbitrary or capricious. For "cause" here shall include any of the following:
 - 1) Inefficiency or incompetence;
 - 2) Insubordination against reasonable rules of the Board of Education;

- 3) Moral misconduct;
- 4) Disability which renders the Superintendent unable to carry out the essential functions of his job, as shown by competent medical evidence;
- 5) Elimination of the Superintendent's position as it currently exists;
- 6) Other due and sufficient cause.

In the event the Board seeks to terminate the contract of the Superintendent during its term, it shall serve on the Superintendent written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) calendar days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board. The hearing shall be held within thirty (30) calendar days after receipt of such request. The Board shall render its decision within thirty (30) calendar days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

Prior to the hearing, the Board shall notify the Superintendent whether the hearing will be held in public session or executive session. If the Board elects to hold the hearing in executive session, the Superintendent may request that the hearing be in public session. The Superintendent shall have the right to her own counsel, at her own expense. The Board shall have the right to its own counsel, at the Board's expense.

The time limits established herein may be waived by mutual agreement of the Board and the Superintendent.

7. General Provisions

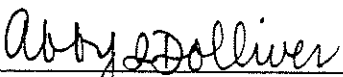
- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

- B. This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.


IN WITNESS WHEREOF, the undersigned have executed this contract.

ABBY I. DOLLIVER

NORWICH BOARD OF EDUCATION



Abby I. Dolliver
Superintendent



Mr. Aaron Daniels
Chairman, Board of Education

7/1/17

Date

7/19/17

Date