ASSISTANT SUPERINTENDENT AGREEMENT NORWICH BOARD OF EDUCATION

It is hereby agreed by and between the Board of Education for the City of Norwich, Connecticut (hereinafter referred to as the ""Board") and Thomas J. Baird, (hereinafter referred to as the "Assistant Superintendent"), that the Board does hereby employ Thomas J. Baird as the Assistant Superintendent, and that Thomas J. Baird hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. **DUTIES**

Under the direction and supervision of the Superintendent of Schools, the Assistant Superintendent shall be responsible for all duties related to this position, in the district. In carrying out such responsibilities, the Assistant Superintendent shall perform the duties set forth in the job description for the position of Assistant Superintendent and shall perform related duties as determined by the Superintendent of Schools. The Assistant Superintendent shall maintain appropriate certification to perform the role of Assistant Superintendent at all times during the term of this agreement.

2. TERM

Subject to the provisions of Section 6 of this Agreement, the terms of this agreement of employment for the Assistant Superintendent shall begin on July 1, 2018.

3. <u>SALARY</u>

The Assistant Superintendent's base annual salary for the period July 1, 2018 through June 30, 2019 shall be equal to the sum of (A) and (B) below, as follows:

- A. One hundred fifty five thousand dollars (\$155,000) per year to be paid in installments in accordance with the Board's established payroll procedures, which sum shall be pro-rated for any partial year of service as Assistant Superintendent and
- B. An additional sum of six thousand dollars (\$6,000.00) per year shall be paid to the Assistant Superintendent through payroll in biweekly installments, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, including the catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to the Board's employees in accordance with IRC Section 403(b), as

amended, which sum shall be pro-rated for any partial year of service as Assistant Superintendent.

The base annual salary for subsequent years of employment shall be determined and approved by the Board.

4. BENEFITS

- A. <u>Sick Leave.</u> The Board shall provide the Assistant Superintendent with fifteen (15) sick days to be used for personal illness. Sick leave not used in one contract year shall accumulate to a maximum of 150 days in accordance with statute. The Assistant Superintendent will not be paid for unused sick days either during the course of employment or upon separation from employment.
- B. <u>Personal Leave</u>. Five (5) days of personal leave may be granted to the Assistant Superintendent at the discretion of the Superintendent of Schools. Such leave shall be for emergencies and other matters of pressing personal concern that cannot be addressed outside of work hours. The Assistant Superintendent will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- C. <u>Holidays.</u> The Assistant Superintendent shall be entitled to twelve (12) paid holidays.
- D. <u>Vacation</u>. The Board shall provide the Assistant Superintendent with twenty-five (25) vacation days, exclusive of the holidays set forth in Section C above. Unused vacation shall not carry over from one contract year to the next without approval of the Superintendent. Upon resignation or retirement, the Assistant Superintendent will not be paid for any unused vacation days.
- E. Health and Dental Insurance. The Assistant Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in any of the health insurance plans provided to Administrators employed at the Norwich Public Schools, as may be amended from time to time. The Assistant Superintendent shall contribute sixteen percent (16%) of the premium if enrolled on the Century Preferred Plan, thirteen percent (13%) of the premium if enrolled on the Century Preferred Comprehensive Plan, and seventeen percent (17%) of the premium if enrolled on the High Deductible Healthcare Plan. The Board shall be responsible for the remainder of the premium costs. The amount of premium cost sharing for subsequent years of this Agreement shall be negotiated prior to July 1 of each of those years.
- F. <u>Long-Term Disability/Life Insurance</u>: The Board shall provide to the Assistant Superintendent a long-term disability insurance plan which commences one hundred and eighty (180) days after the onset of the disability (the elimination period) and provides 60% of monthly salary to a maximum of

\$9,000 per month in accordance with and subject to the terms, conditions and provisions of the plan. The provision of this plan shall be subject to eligibility and underwriting requirements of the insurance carrier. The Board will provide the Assistant Superintendent with group term life insurance coverage in the amount of two (2) times the Assistant Superintendent's salary listed in Section 3.A. with accidental death and dismemberment benefits.

- G. <u>Insurance Benefits (General Provisions)</u>. Participation in any of the insurance plans described in Sections E and F above shall be subject to the eligibility requirements of the carrier(s). The specific elements of coverage under any such plan shall be governed by the plan documents issued by the insurance carrier/administrator. The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health insurance coverage at any time during the term of this Agreement.
- H. <u>Automobile Allowance</u>: For use of his own automobile in connection with school district business within the district, the Assistant Superintendent shall be paid a monthly stipend of three hundred dollars (\$300.00) per month. For automobile use outside of the school district, the Assistant Superintendent shall be reimbursed at the standard IRS rate per mile.
- I. <u>Membership in Professional Organizations</u>: Subject to budgeted appropriations and prior approval of the Superintendent of Schools, the Assistant Superintendent may maintain membership in professional organizations at Board expense, provided that such membership is relevant to the performance of the Assistant Superintendent's job duties.

5. EVALUATION

The Superintendent of Schools shall evaluate the performance of the Assistant Superintendent in writing at least annually.

6. TERMINATION OF EMPLOYMENT

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Assistant Superintendent shall be entitled to terminate this Agreement upon advanced written notice of thirty (30) days.
- C. The non-renewal and/or termination of the employment of the Assistant Superintendent during the term of this Agreement shall be governed by the provisions of Section 10-151 of the Connecticut General Statutes.

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 Agreement 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 the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.
- D. This Agreement is being executed on behalf of the Norwich Board of Education by Abby I. Dolliver, its Superintendent.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Thomas J. Baird

Assistant Superintendent

Abby I. Kolliver

Superintendent of Schools Norwich Board of Education Date: 8/20/18

6/20/2018