NORFOLK BOARD OF EDUCATION BOTELLE ELEMENTARY SCHOOL NORFOLK, CONNECTICUT 06058

CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Norfolk, Connecticut (hereinafter called the "Board") and Mary Beth Iacobelli (hereinafter called the "Superintendent") that the Board in accordance with its action by election pursuant to Connecticut General Statutes #10-157 hereby employs Mary Beth Iacobelli as Superintendent of Schools and that Mary Beth Iacobelli hereby accepts employment as Superintendent of Schools of the Town of Norfolk, Connecticut upon the terms and conditions hereinafter set forth.

1. <u>DUTIES</u>

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board and state laws, the Superintendent has executive authority over the school system and responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board 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 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 shall attend all meetings of the Board and shall participate in all Board deliberations except when matters relating to her own employment are under consideration. The Superintendent shall receive notice of Board Committee meetings and she or her designee may attend such meetings.

2. OUTSIDE PROFESSIONAL ACTIVITIES

By agreement with the Board, the Superintendent may undertake consulted work, speaking engagements, writing, lecturing or other professional duties and obligations.

3. TERM

The term of employment under this Agreement is July 1, 2019 to June 30, 2022.

4. <u>COMPENSATION</u>

The salary shall be \$58,500.00 in year one, \$61,000.00 in year two, and 63,500 in year three of the contract. The superintendent will work one hundred four (104) days per year for the term of this Agreement. The Superintendent may work up to ten (10) additional days a year at the per diem rate.

5. TRAVEL REIMBURSEMENT

For use of her automobile on school business, the Superintendent shall be reimbursed at the IRS mileage rate for all business related travel outside of district. In addition, the Superintendent will be paid a stipend of \$500a month for travel costs relating to commuting to work.

6. MEDICAL BENEFITS

6.1 <u>HDHP/HSA Plan.</u> The Board will provide a High Deductible Health Care Plan ("HDHP") with a Health Savings Account ("HSA") feature. The plan has the following characteristics: \$2,000 single deductible/\$4,000 employee plus dependent(s) deductible, then 0% to employee for in-network costs, Commercial Prescription Guidelines The Board will fully fund the allowable employee contribution, deposited at the start of the year into the employee's HSA.

6.2 <u>Dental Plan.</u> There will also be a Full Dental Plan with Rider A - Diagnostic, Preventative & Restorative Procedures, C - Periodontics & D - Orthodontics coverage with a \$1,000 per child lifetime maximum benefit will be included in the dental plan

6.3 Co-Share of Premium

The Superintendent's co-share for premiums of both medical and dental benefits will be at a rate of 12%.

The superintendent, and her spouse, may participate in the Board health care and dental plans, as outlined in 6.1 through 6.3, as a lifetime benefit. If this plan is no longer available, then this agreement would apply to the current administrative plan.

6.4 Waiver of Medical Insurance Coverage

The Superintendent will be reimbursed 25% of the premium cost of the medical benefits he/she is entitled to if he/she chooses to waive the medical plan offered by the Board. All waiver payments are contingent on the Superintendent submitting written notification that he/she has elected to waive coverage and proof of alternate medical insurance coverage.

7. EVALUATION FORMAT

The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this Agreement. Said evaluation and assessment shall be reasonably related to the goals and objectives of the school district for the year in question. The Superintendent shall submit to the Board a recommended format for the written evaluation and assessment of her performance (hereinafter "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, education program, business matters, professional leadership and personal qualities. The evaluation format shall provide for a narrative.

8. EVALUATION

The Board shall evaluate the Superintendent in Executive session pursuant to the evaluation format no later than May 31. In the event that the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail, where the Board deems performance to be deficient and in all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion and the Superintendent shall have the right to make a written reaction or response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet in executive session with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance to be deficient in whole or in part, or has made recommendations as to areas of improvement, the Chairman of the Board shall appoint a committee of not less than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving her performance as to such matters. Such committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days after its meeting with the Superintendent. Thereafter the Board may continue the committee and require

additional reports where necessary.

9. TERMINATION

- A. This Agreement may be terminated by either party upon sixty (60) days notice to the other party.
- B. The Board may terminate this Agreement during its term for one or more of the following reasons:
- 1. Inefficiency or incompetence;
- 2. Insubordination against reasonable rules of the Board;
- 3. Moral misconduct;
- 4. Disability as shown by competent medical evidence;
- 5. Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of her Agreement is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which shall be held within twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing, and if the decision is to terminate this Agreement, the Board shall inform the Superintendent in writing of the reasons for its decision and the evidence relied on. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive or public session at the option of the Superintendent, to the extent permitted by law. The Superintendent shall have the right to legal counsel at her own expense.

C. That should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond her control, and said disability, as determined by a physician for the Board, exists for a period of more than fifty two days (52) working days during any fiscal year, the Board may place the Superintendent on disability leave, and if such disability continues for more than six (6) months or if said disability is permanent, irreparable, or of such a nature as to make the performance of her duties impossible, the Board may terminate this Agreement.

Any time limits established herein may be waived by mutual agreement of the parties.

10. GENERAL PROVISIONS

A. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended by written agreement of the parties. If any part of this Agreement is invalid, such invalidity shall not affect the remainder of this Agreement which shall be binding and effective against all parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

MARY BETH IACOBELLI	DATE
SALLY CARR	DATE
BOARD OF EDUCATION CHAIR	

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