

**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 Susan Lessard of the Town of Old Lyme, Connecticut (hereinafter called the "Superintendent") that said Board in accordance with its action pursuant to Section 10-157 of the Connecticut General Statutes, at its meeting of March 11, 2025, hereby employs Susan Lessard as Superintendent of Schools and she accepts such employment on the terms and conditions set forth herein.

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification or be otherwise permitted by law to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. **Executive Authority.** The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board and state law, the Superintendent has executive authority over the Norwich Public Schools (the "District") and the 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 she takes the initiative in presenting to the Board policy and planning issues for such consideration.
- B. **Meetings.** 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 by Board invitation only when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.
- C. **Annual Report.** 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 District. This report shall include, but not be limited to, information, analysis and evaluative comment by the Superintendent on the following areas of 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, and

8) Community relationships.

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

3. TERM:

Term of Agreement. The term of said employment is from March 11, 2025 to June 30, 2027. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

- A. **Discretionary Vote.** Prior to the end of the 2024-2025 school year, 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.
- B. **Mandatory Vote.** Prior to the last year of this Agreement, the Board shall hold a vote concerning a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board this contract clause.
- C. **Termination Prior to Three Years.** Anything in this paragraph to the contrary notwithstanding, the provisions of section 7 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. **Salary for First Year.** The annual base salary of the Superintendent for the 2024-2025 fiscal year shall be the sum of (a) Two Hundred Eighteen Thousand Ten Dollars and No Cents (\$218,010.00), to be paid to the Superintendent in substantially equal installments during the fiscal year on the District's established payroll dates, plus (b) an additional amount of Eight Thousand Dollars and No Cents (\$8,000.00), to be paid to the Superintendent in substantially equal installments during the fiscal year, 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 Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable 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 she chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended. For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from her salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in Section A(a) and (b) in this paragraph.

B. **Salary in Subsequent Years.** The annual base salary for any subsequent fiscal year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding fiscal year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

C. **Partial Year Salary.** Base salary for a partial fiscal year of service shall be pro-rated.

5. **FRINGE BENEFITS:**

A. **Sick Leave.** The Superintendent shall accrue sick leave with full pay of fifteen (15) working days in each fiscal year of this Agreement. Any days that are not used within a year shall accumulate to a total of one hundred fifty (150) days. 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. Other than the retirement benefit noted below at subparagraph K., accumulated sick days shall not be paid out upon separation of employment.

B. **Vacation Leave.**

1) The Superintendent shall receive thirty (30) paid vacation days in each full fiscal year of this Agreement. Up to fifteen (15) vacation days not used within a year may be carried over to the subsequent fiscal year. At no time shall the Superintendent's total accumulation of vacation exceed forty (45) days.

2) At the Superintendent's option, she may be paid for up to fifteen (15) vacation days not used within a year, at her per diem rate based on her cash compensation set forth in Section 4 of this Agreement. In each fiscal 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.

3) Vacation for a partial fiscal year of service shall be prorated.

4) Subject to limitations above, upon separation of employment the Superintendent will be paid for unused vacation days at the daily rate of 1/260 of annual salary times the number of accumulated days.

5) In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.

6) The Superintendent shall notify the Board Chair or his/her designee at least two (2) weeks in advance of the Superintendent's intention to take any vacation longer than one (1) week, 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.

- C. **Holidays.** The Superintendent shall have fifteen (15) holidays each school year on days on which the Board offices are closed. In the event Board offices are not closed for fifteen (15) days during the school year, then the Superintendent and Board Chair shall mutually select an agreeable date or dates for a paid holiday for the Superintendent.
- D. **Personal Leave.** The Board of Education shall provide the Superintendent annually with five (5) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.
- E. **Bereavement Leave.** The Board shall provide the Superintendent with up to five (5) bereavement days in the event of the death of an immediate family member (i.e., spouse, brother, sister, parent, spouse's parent, child or other member of the family living in the same household). Upon request, the Board may permit the Superintendent to use some amount of bereavement leave for the death of the Superintendent's grandparents, brother-in-law, sister-in-law, niece or nephew, aunt or uncle.
- F. **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 administrative employees of the Board. For the 2024-2025 school year, the Superintendent shall pay sixteen and one-half percent (16.5%) of the premium or premium equivalent and the Board shall pay the remaining premium cost. The amount of premium cost sharing for subsequent fiscal years of this Agreement shall be negotiated prior to July 1 of each of those years.
- G. **Life Insurance.** During the term of this Agreement, the Board shall provide the Superintendent with term life insurance term life insurance equal to two times her annual base salary, rounded to the nearest one thousand (1,000.00) dollars.
- H. **Long-Term Disability Insurance.** The Board shall pay the premium for a long-term disability insurance policy to compensate the Superintendent for up to \$9,000 after 90 days after a suitable qualifying period, as may be provided for and in accordance with the policy on file in the Board offices.
- I. **Expense Reimbursement.** The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties. Such expenses shall be documented in accordance with district procedures.
- J. **Automobile Allowance.** The Board shall provide an allowance for the use of the Superintendent's personal automobile in carrying out the Superintendent's responsibilities under this Agreement, in the amount of Six Thousand Dollars and No Cents (\$6,000.00) per year. The automobile allowance shall be paid in equal biweekly installments throughout the course of the contract year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

K. **Retirement/Death Benefit.** 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.

L. **Professional Development.**

1) 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.

2) 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).

3) 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.

M. **Transition from Acting Superintendent to Superintendent.** The fringe benefits set forth in subsections A, B, C, D, E and J. of this section shall include the benefits available and used by the Superintendent during the 2024-2025 school year under her previous contract as Acting Superintendent (for example, if the Superintendent used three (3) vacation days during 2024-2025 while serving as Acting Superintendent, she would have twenty-seven (27) remaining vacation days for 2024-2025 under this Agreement).

6. **EVALUATION:**

A. **Evaluation Format.** The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.

B. **Evaluation.** The Board in executive session shall evaluate the Superintendent no later than May 31st of each year of this agreement unless the Superintendent requires that such evaluation be conducted in open session. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or

appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than June 30 of each year of this Agreement. 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. No later than July 31 of each year of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation, unless the Superintendent requires that such evaluation be conducted in open session. The Superintendent shall provide the Board with a copy of this contract clause, no later than April 15 of each year of this Agreement.

- C. **Modification.** These procedures and timelines may be modified by mutual agreement of the Superintendent and the Board.
- D. **Procedure for Performance Concerns.** In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chair of the Board may appoint a committee of not fewer 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. Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

7. **TERMINATION:**

- A. **Mutual Consent.** The parties may, by mutual written consent, terminate the contract at any time.
- B. **By Superintendent.** The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety (90) days, except that the ninety-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. **By Board of Education.** The Board may terminate the Superintendent's contract of employment during its term for one or more of the following reasons:
 - (1) Inefficiency, incompetence or ineffectiveness;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence; or
 - (5) Other due and sufficient cause.
- D. **Mediation.** Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the

Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.

- E. **Hearing Procedures.** In the event the Board seeks to terminate the contract for one of the above reasons, 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) 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 that shall be held within thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) 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. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to her own counsel, at her own expense. Any time limits established herein may be waived by mutual written agreement of the parties.
- F. **Suspension.** Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.
- G. **Termination for Disability.** If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and accrued vacation benefits provided in this Agreement.

8. GENERAL PROVISIONS:

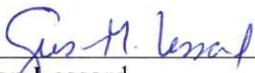
- A. **Medical Examination.** The Board may require that the Superintendent have a medical examination or other appropriate test whenever, in the Board's judgment, such is necessary based on such facts as short term or long term absence, or reasonable evidence of drug or alcohol abuse which manifests itself on the job or affects the Superintendent's performance.
- B. **Outside Activities.** The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of her responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, she shall provide the Chair and Board written notice of such activities.
- C. **Severability.** 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.
- D. **Entire Agreement.** 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.

E. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this contract.

SUSAN LESSARD

NORWICH BOARD OF EDUCATION



Susan Lessard
Superintendent

By: 

Mark Kulos
Chair, Board of Education



Date



Date