

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the City of Norwalk, a board of education created under Section 1-516 of the Norwalk Charter, acting herein by its Chairperson, Sarah LeMieux, duly authorized (hereinafter the “Board”), and Dr. Alexandra Estrella (hereinafter called the “Superintendent”) that the said Board in accordance with its action on April 16, 2020 by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ Dr. Alexandra Estrella as Superintendent of Schools and that Dr. Alexandra Estrella hereby accepts employment as Superintendent of Schools of Norwalk upon the terms and conditions set forth in this Employment Contract for Superintendent of Schools (the “Agreement”).

1. CERTIFICATION:

This Agreement shall be effective on the date of execution by both the Superintendent and the Board (“Effective Date”), subject to and contingent on the Superintendent’s having and presenting 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 to serve as Superintendent of Schools, the Superintendent shall be placed on administrative leave with pay pending review by the Board, and the Superintendent’s employment under this Agreement shall be subject to termination in accordance with the provisions of Section 8(D)(6) of this Agreement.

2. DUTIES:

The Superintendent is the chief executive officer of the board. Subject to the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the exclusive authority to hire, terminate and assign personnel, subject to law and collective bargaining agreements approved by the Board. 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 (as defined by Conn. Gen. Stat. § 1-200(2)) except in the event of reasonable exigencies and shall participate (without vote) 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. The Superintendent shall receive copies of the minutes of all committee meetings that she or her designee does not attend.

The Superintendent and Board shall be bound by and shall observe and be subject to the terms and requirements of the Code of Ethics of the City of Norwalk, as set out in Chapter 32 of the Norwalk Code, as the same may be amended and/or revised from time to time.

During the Term of this Agreement, the Superintendent and Board shall endeavor to be most effective in the performance of their respective roles and responsibilities by participating together in a mutually agreed upon form of training and development by CAFE, the Center for School Change or similar mutually-agreed training.

3. TERM:

As used in this agreement, the term “Term” shall mean the Initial Term and any Extensions. The term “Year” shall mean the twelve-month period between each July 1 and June 30 during the Term of the Agreement.

The initial term of said employment shall commence on July 1, 2020 and conclude on June 30, 2023 (“Initial Term”), subject to prior termination in accordance with the provisions of Section 8 hereof. The Superintendent and the Board agree that they shall adhere to the following procedures to consider extension(s) of the Superintendent’s employment under this Agreement for additional period(s) (“Extension”), provided that any particular Extension shall not exceed three (3) Years at any one time:

A. During the first Year of the Initial Term or during the first Year of any Extension, the Superintendent may request that the Board of Education vote for a new agreement. If the Superintendent makes such a request, the Board of Education shall vote for a new agreement prior to the end of the first Year of the Initial Term or prior to the end of the first Year of the Extension, as applicable.

B. The Board of Education shall vote for a new agreement prior to the end of the second Year of the Initial Term or Extension, as applicable. At least three (3) months prior to the end of the second Year of the Initial Term or Extension, the Superintendent shall notify the Board of Education in writing of its obligation to vote for a new agreement in accordance with the provisions of this Section 3(B).

C. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 8 shall take precedence and the Superintendent’s employment may be terminated under the provisions of said Section 8.

4. BASE SALARY; SALARY ADJUSTMENTS:

A. Base Salary. The annual base salary of the Superintendent for the 2020-2021 Year shall be the sum of (a) Two Hundred Seventy-Five Thousand Dollars (\$275,000) in periodic payments in accordance with the established pay dates for the school district, plus (b) an additional sum equal to Fifteen Thousand Dollars (\$15,000), to be paid to the Superintendent

in substantially equal installments during the 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, if applicable, 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 in accordance with Section 403(b) of the Internal Revenue Code, as amended.

B. **Salary Adjustments.** The annual base salary for any subsequent Year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new Year. If no agreement concerning annual base salary is reached, the Superintendent's salary shall be increased by a cost of living adjustment (COLA) equal to the percentage change in the Consumer Price Index (CPI-U) for the corresponding Year or, if the applicable CPI-U is negative, the Superintendent's salary shall continue at the rate of the preceding Year. Any adjustment in salary made during the life of this Agreement 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 Agreement.

C. During the 2020-2021 Year, the parties shall discuss an incentive compensation provision to this Agreement, and the parties agree that an incentive compensation provision shall commence with the 2021-2022 Year on mutually-agreed terms.

5. **FRINGE BENEFITS:**

- A. **Sick Leave.** The Board shall provide the Superintendent with eighteen (18) sick days annually, which shall accrue on July 1 each Year and be accumulated from Year to Year, cumulative to a maximum of two hundred twenty (220) days. Upon termination of employment, there shall be no payment for such days.
- B. The Board shall provide the Superintendent with twenty-five (25) vacation days annually, with such days to be taken during the Year in which they are earned. With prior written notification to the Board, the Superintendent may accumulate and carry over up to a maximum of ten (10) accrued, unused vacation days from Year to Year, provided that the Superintendent shall not be entitled to accrue more than ten (10) carry-over vacation days at any one time.

Vacation days accrue on July 1 each Year. Vacation days for a partial Year of service shall be prorated. Subject to limitations above, upon termination of employment the Superintendent (or the Superintendent's Estate, if applicable) will be paid for any accrued, unused vacation days at the daily rate of 1/225 of the Superintendent's then-effective base salary times the number of accrued, unused vacation days then available to the Superintendent.

- C. Holidays. The Superintendent shall have the holidays on which the Board offices are closed.
- D. Personal Leave. The Board shall provide the Superintendent annually with two (2) personal absence days to be used at her discretion for personal business.
- E. Bereavement Leave. The Board shall provide the Superintendent with three (3) days of bereavement leave to be utilized for a death in her family.
- F. Health Insurance. The Board shall provide the Superintendent and her dependents with the same health insurance coverage as is provided to senior district level administrators at the time this Agreement is signed. The Superintendent shall pay the same premium cost share as such other administrators as provided in the collective bargaining agreement currently in effect with the school district administrators union.
- G. Life Insurance. The Board shall pay the annual premium of the Superintendent's existing life insurance policy, not to exceed \$4,000 per Year, during the Term of this Agreement.
- H. Disability Pay. The Board will provide the Superintendent with sixty (60) paid disability days, less any funds received from worker's compensation, due to a medical event, injury or illness arising out of her employment, with such disability days not chargeable to the Superintendent's sick leave accumulation. After sixty (60) days, the Superintendent may elect to use paid sick days, on a pro-rated basis, to supplement any worker's compensation benefits, while absent due to a medical event, injury or illness arising out of her employment.
- I. Expense Reimbursement.
- (1) The Board, at its reasonable discretion, may provide reimbursement of actual expenses incurred by the Superintendent for continuing professional development and participation in relevant learning experiences, professional meetings and development conferences at the local, state and national level provided that the Superintendent must make her request for such reimbursement in writing prior to the event. The decision of the Board, acting through its Chairperson, regarding such expenses shall be final.
- (2) The Board will reimburse the Superintendent for reasonable out-of-pocket expenses incurred in connection with the activities described in subsection 1 above and others incurred in the performance of her professional duties as Superintendent, subject to appropriation. All such expenses shall require

receipts and may be approved by the Board Chairperson, in which case they shall be reimbursed within sixty (60) days.

- J. Technology Support. The Superintendent shall be entitled to the use of cell/phone, laptop computer, iPad and printer at home, all for official business in accordance with law and Board policy, a copy of which shall be provided to the Superintendent.
- K. Automobile Allowance. The Board shall provide the Superintendent with a monthly payment in the amount of \$500.00 as reimbursement for all business-related automobile travel.
- L. Coaching. To assist the Superintendent in the performance of her duties and in her professional development, the Board shall provide the Superintendent with leadership coaching services, with a coach selected by mutual agreement of the Board and the Superintendent in the first Year of this Agreement. By mutual agreement, such coaching services may be extended to the second Year of this Agreement.
- M. Tuition Waiver. The Superintendent may enroll her two sons in the Norwalk Public Schools at no cost to the Superintendent.

6. **OUTSIDE ACTIVITIES:**

It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Norwalk Public Schools, provided that the Superintendent is not required to participate in any activities which in her discretion would interfere with the meeting of her responsibilities as Superintendent. Travel expenses, as provided for in the district budget, for such activities will be born or reimbursed by the Board. All reimbursements will require receipts. The Board will receive periodic reports on these activities.

The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents and the American Association of School Administrators. In addition, the Board shall pay for other professional and civic group memberships that the Superintendent considers appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.

The Superintendent may undertake limited consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, including but not limited to teaching one course per Year, 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 Chairperson written notice of such activities.

7. EVALUATION:

The Board and Superintendent shall develop a mutually agreed upon “performance based” superintendent evaluation policy/procedure within 90 days of the execution of this Agreement. The Board and the Superintendent will meet annually thereafter to discuss and agree on a process for the formulation of goals and objectives for the School District and the Superintendent as its Chief Executive Officer as well as the form and process for the evaluation of the Superintendent in accordance with Connecticut General Statutes Section 10-157(a). The goals and objectives will be mutually established at an annual Board Retreat each Year, for the coming school Year, or if the Board Retreat is not held, at or about the time that the Board Retreat is usually held. Should the parties fail to agree on any of these matters the Board will establish, as may be appropriate, interim goals and objectives or the form or process for evaluation for the Year.

In general, the goals and objectives, including interim goals and objectives, will be derived from the performance measures and major strategies of the Strategic Operating Plan and approved and adjusted annually by the Board.

During its Annual Retreat the Board will convene to receive the Superintendent's written, self-evaluation of her performance and accomplishments relative to the goals and objectives that were established for the Year being evaluated. All discussions related to such evaluation will be subject to the rules and requirements of the applicable Freedom of Information laws.

The Board's assessment of the Superintendent's self-evaluation shall be based on an agreed-upon rating system that incorporates both overall performance and progress in achieving the goals and objectives established in accordance with Paragraph A above.

The Board's assessment shall be made on the basis of objective criteria, *e.g.*, directly observable evidence that agreed-upon strategies have been implemented and verifiable data concerning student performance targets. In addition, the Board may provide the Superintendent with feedback in areas reasonably related to the goals and objectives, *e.g.*, communication with the Board and supervision of personnel.

The Board Chairperson will provide a copy of any written evaluation to the Superintendent within ten (10) days following its completion. The Superintendent will have the right to respond in writing to the evaluation and any such written response will be included in the Superintendent's personnel file.

In the event that the Board determines that the performance of the Superintendent is deficient in any respect, the Board shall provide verbal or written notice of any such determination to the Superintendent, and the Executive Committee of the Board shall meet with the Superintendent to discuss in detail the Board's performance concerns and the Superintendent's position; shall provide the Superintendent with a plan, verbal or written, and meaningful

opportunity to improve performance in the areas of concern to the Board; and shall endeavor to assist the Superintendent in improving her performance as to such matters. Said Executive Committee shall report to the full Board on its activities and the results thereof, either verbally or in writing; a copy of any written report shall be provided to the Superintendent and, if the Superintendent disagrees with any of the information contained in any written report, the Superintendent shall have the right to respond in writing to the report and any such written response will be included in the Superintendent's personnel file.

8. TERMINATION:

A. The Superintendent's employment under this Agreement may be terminated by:

- (1) Mutual written consent of the parties at any time.
- (2) Either party's failure to extend the Agreement in accordance with Section 3.
- (3) The Superintendent as set forth in Section 8(C).
- (4) The Board as set forth in Section 8(D).
- (5) The Superintendent's death or disability, as set forth in Section 8(E).

B. Upon termination of the Superintendent's employment, the Superintendent (or the Superintendent's Estate, as applicable) shall be entitled to receive:

- (1) Any accrued but unpaid base salary through the Superintendent's termination date and any accrued, unused vacation as provided in this Agreement, payable by the Board's next regular payroll date following the termination date;
- (2) Such employee benefits to which the Superintendent may be entitled under this Agreement as of the date of the Superintendent's termination;
- (3) Reimbursement for unreimbursed expenses incurred in accordance with Section 5(I) of this Agreement, payable within sixty (60) days of the Superintendent's termination date.

C. The Superintendent may terminate her employment under the Agreement for one or more of the following reasons:

- (1) Voluntarily and for any reason upon ninety (90) days' advance written notice to the Board.
- (2) For good reason upon a material breach by the Board of any material provision of this Agreement, provided that to terminate her employment under this Section C(ii) the Superintendent must provide written notice to the Board of the grounds for termination and the Board must have at least thirty (30) days from the date on which such notice is provided to cure such breach.

- D. The Board may terminate the Superintendent's employment under this Agreement for one or more of the following reasons:
- (1) The Superintendent's willful failure to perform the Superintendent's duties (other than any such failure resulting from the Superintendent's Disability);
 - (2) The Superintendent's willful failure to comply with reasonable Board rules;
 - (3) The Superintendent's willful engagement in dishonesty, illegal conduct or gross misconduct which is materially injurious to the Board and/or the School District;
 - (4) The Superintendent's conviction of and/or plea of guilty to a felony and/or to a misdemeanor involving moral turpitude;
 - (5) The Superintendent's continuing deficient performance, following an opportunity to cure any deficient performance.
 - (6) The Superintendent's failure to maintain a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent as required under Section 1 of this Agreement, provided that to the Board's taking action to terminate her employment under this Section 8(D)(6), the Superintendent must have at least thirty (30) days to cure any lapse in certification.

Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator or the Superintendent may request that the Board 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.

In the event the Board seeks to terminate the Superintendent's employment for one of the reasons set forth in this Section 8(D), it shall serve on the Superintendent written notice by certified or registered mail that termination of her employment under this 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 employment 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 twenty (20) 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 the mutual written agreement of the parties.

Nothing herein contained shall deprive the Board of the power to place the Superintendent on paid administrative leave immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

E. Death or Disability.

- (1) The Superintendent's employment under this Agreement shall terminate automatically upon the Superintendent's death during the Term, and the Board may terminate the Superintendent's employment on account of the Superintendent's Disability, as provided herein.
- (2) As used in this Agreement, "Disability" means the Superintendent's inability, due to physical or mental incapacity, to perform the essential functions of her job, with or without reasonable accommodation.

9. GENERAL PROVISIONS:

This Agreement is personal to the Superintendent and shall not be assigned without the prior written consent of the Board

No member of the Board or the governing body of the City of Norwalk, and no other officer (other than the Superintendent), or agent of the Board or City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk.

This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

The parties acknowledge that time is not of the essence with regard to any of the time provisions stated in this Agreement, except for those set forth in Section 3 hereof, as to which time shall be of the essence. Therefore, except as to said Section 3, a failure to meet a stated

deadline or time frame will not be considered to impact property rights or interests of a party and will not preclude a party from invoking a process or procedure outlined herein.

NORWALK BOARD OF EDUCATION

DR. ALEXANDRA ESTRELLA

By _____
Its Chairperson Date _____ Date