

SUPERINTENDENT'S CONTRACT
September 10, 2025 – September 9, 2028

Board of Education East Haddam Public Schools

PREAMBLE

It is hereby agreed by and between the Board of Education of East Haddam Public Schools (the "Board") and Dr. Teresa DeBrito that the Board has and does hereby employ the said Dr. DeBrito as Superintendent of Schools of the East Haddam Public Schools and that Dr. DeBrito (the "Superintendent") hereby accepts such employment as Superintendent of Schools of East Haddam Public Schools upon the terms and conditions hereinafter set forth.

I. CERTIFICATION

The Superintendent of Schools shall maintain certification as a Superintendent of Schools, in accordance with all applicable statutes and regulations, throughout the term of this Contract.

II. 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. The Superintendent 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. The Superintendent 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 shall perform those duties and assume those responsibilities set forth in the published job description for Superintendent as adopted by the Board and as it may be amended from time-to-time.

The Superintendent or her designee, as approved by the Board of Education, shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to the Superintendent's employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and the Superintendent, or her designee, may attend such meetings. The Superintendent or designee as approved by the Board of Education shall attend all meetings of Town boards, agencies or committees that involve Board issues.

III. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent shall devote her full professional time and energy to her duties as Superintendent. By advance agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations. If, in the judgment of the Board, such activities interfere with the local responsibilities of the Superintendent, such activities shall be curtailed or discontinued, as appropriate.

IV. TERM

- A. This Contract shall become effective on September 10, 2025 and shall be applied retroactively to such date. This Contract shall remain in effect through and including September 9, 2028.

Anything in this section to the contrary notwithstanding, the provisions of the section of this Contract entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated at any time during the term of this Contract under the provisions of such section. Effective upon signing, this Contract shall supersede any and all prior contracts and/or other agreements between the Board and the Superintendent, whether verbal or in writing, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

- B. 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 of three (3) years:
1. Prior to June 1, 2027, the Board, at the request of the Superintendent, may vote for a new three-year contract. Should the Board fail to do so, this Contract shall remain in full force and effect under its current terms.
 2. Prior to September 9, 2028, at the request of the Superintendent, the Board may vote for a new three-year contract. At least three (3) months prior to September 9, 2028, the Superintendent shall notify the Board that the Contract is about to expire and shall provide the Board this Contract clause.

V. COMPENSATION

- A. The annual base salary amounts set forth in this Agreement shall be pro-rated for any partial contract year, including but not limited to the time period September 10, 2025 through June 30, 2026 and the time period July 1, 2028 through September 9, 2028.

The annual salary for the Superintendent for the 2025-2026 contract year shall be the sum of the following:

1. An annual cash component of Two Hundred One Thousand Dollars (\$201,000.00), payable on regular payroll dates in biweekly installments subject to required deductions for the State Teachers' Retirement Fund, applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits;
2. An annual stipend of Six Thousand Dollars (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars (\$500.00) each in the first payroll of the month, in recognition of an earned doctorate degree in the field

of educational leadership. An additional sum equal to nine and one-half percent (9.5%) of base pay for each contract 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 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 the Superintendent's choice, which sum shall be pro-rated for a partial year of service as Superintendent Board contributions shall be made monthly to said annuity.

- B. The Superintendent's base salary for subsequent years will be determined prior to July 1 for each 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 Contract. It is provided, however, that by so doing it shall not be considered that the Board of Education has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended. Under no circumstances shall the salary for subsequent years be less than the salary for the previous year.
- C. For the purposes of reporting the Superintendent's salary and for determining the contributions for a particular contract year to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the Superintendent's total annual base salary, any amounts paid in recognition of an earned doctorate degree and any amounts paid to the Superintendent and contributed by the Superintendent towards the purchase of a tax-sheltered annuity as set forth herein. In the event that the Superintendent terminates her employment with the Board during any fiscal year, the pro-rata portion of the sums referenced above designated as contributions intended for the purchase of tax-sheltered annuities shall be paid within thirty (30) days of said termination.

VI. LEAVE, INSURANCE BENEFITS AND WORKING CONDITIONS

Except as otherwise expressly provided in this Agreement, all vacation, leave time and other benefits shall be pro-rated for any partial contract year, including but not limited to the time period September 10, 2025 through June 30, 2026 and the time period July 1, 2028 through September 9, 2028.

A. SICK LEAVE

- 1. The Superintendent shall be entitled to sick leave with full pay up to twenty (20) working days in each fiscal year. Unused sick leave shall be accumulated from year to year, so long as the Superintendent remains continuously in the service of the Board, up to one hundred and ninety (190) days.
- 2. The Superintendent shall receive an accounting of her accumulated sick days each September.

B. PERSONAL LEAVE

1. The Superintendent may take up to six (6) personal days annually for the following reasons:
 - a. illness or death in the immediate family,
 - b. weddings in the immediate family,
 - c. birth of child by spouse,
 - d. graduation ceremonies of immediate family members,
 - e. a court appearance, or
 - f. other personal matters that cannot be conducted outside of the work day.

*Immediate family is defined as spouse, parents, children, siblings, grandchildren or parents.
2. Personal leave shall not be used to extend or start a school vacation period or holiday, or during the month of June, unless approved in advance by the Chairperson of the Board and/or her designee.

C. VACATION LEAVE

The Board will provide the Superintendent with twenty-five (25) days of vacation annually, credited at the beginning of each contract year, exclusive of legal or recognized holidays. The Superintendent shall notify the Board of any vacation leave taken. The Superintendent is expected to utilize annual vacation days. In the event of death, unused and accrued vacation will be paid to the Superintendent's estate at the Superintendent's per diem rate of pay. A limit of ten (10) days may be carried over in each contract year. Should this Contract be terminated in the middle of any contract year (July 1 through June 30), the Superintendent shall be entitled to vacation leave proportionate to the time worked that year. The Superintendent can elect to be paid for up to ten (10) days of unused vacation time annually, at the per diem value of a day.

In the event that the Superintendent resigns or retires from employment with the Board during or at the end of the term of this Contract, the Superintendent shall be entitled to be paid for unused vacation credited during the contract year in which the Superintendent retires or resigns on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Superintendent's resignation or retirement.

Vacation days are not to be scheduled during the school year while school is in session unless approved by the Chairperson of the Board and/or her designee.

D. HOLIDAYS

The Board shall provide the Superintendent the following twelve (12) holidays with full pay: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day.

E. INSURANCE BENEFITS

1. **Health Insurance:** In any contract year covered by this Contract, on behalf of the Superintendent and any eligible dependents, the Superintendent may elect to participate in the High Deductible Health Plan offered to Board employees, with annual deductibles of \$2,250 for single coverage and \$4,500 for two or more person family coverage with the Board contributing toward the cost of such deductible in the manner described in the Collective Bargaining Agreement with the Administrators Association, and with the cost of premium shared as follows:

Sept. 10, 2025-June 30, 2026:	78.5% Board; 21.5% Superintendent
July 1, 2026-June 30, 2027:	78.0% Board; 22.0% Superintendent

The insurance premium contribution percentage for the time period July 1, 2027 through June 30, 2028 and for the time period July 1, 2028 through September 9, 2028 shall be negotiated in conjunction with the base salary negotiations described in Section V.B of this Agreement.

- a. At the time of retirement not more than \$50,000 in life insurance may be purchased, at the group rate, to the extent permitted by the carrier at the time of retirement.
- b. The Board will fund an amount equal to forty-nine percent (49%) of the annual deductible for the Superintendent. The Superintendent acknowledges that the Board's 49% contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for the Superintendent. There shall be a wellness incentive program that shall run on a calendar year basis and shall consist of an annual calendar year physical examination for the Superintendent and her applicable covered spouse. If the Superintendent or her spouse fails to have an annual calendar year physical, the next year's deductible contribution from the Board shall be 45% instead of the deductible contribution described above.
- c. The Superintendent will be responsible for opening the HSA and for any bank fees associated with maintaining the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction.
- d. The Board will make its contributions into the Superintendent's RSA account in two equal payments, the first on September 15 and the last on January 15.

- e. If the Superintendent separates from employment or otherwise ceases to participate in the health insurance plan, the Superintendent will only be entitled to a pro-rated portion of the above defined Board contribution. In accordance with the provisions of the IRS, all contributions into the HSA account are the property of the account holder.
 - f. An Rx co-pay once the annual deductible is met shall be \$0 for generic drugs, \$25 for listed brand name drugs and \$40 for non-listed brand name drugs with an annual cap of \$1,000 for single coverage and \$2,000 for two or more person family coverage.
3. **Dental Insurance:** On behalf of the Superintendent and any eligible dependents, the Superintendent may elect to participate in the basic dental insurance plan provided for certified administrators employed by the Board. If such coverage is elected by the Superintendent, the Board shall pay seventy five percent (75%) of the premium costs for such coverage, and the Superintendent shall pay twenty five percent (25%) of the costs for such coverage.
 4. **Life Insurance:** The Board shall provide for the Superintendent, at its own expense, term life insurance coverage in the amount of three times the Superintendent's base salary to the nearest one thousand dollars (\$1,000), subject to the Superintendent's insurability.
 5. **Disability Insurance:** The Superintendent will receive disability insurance provided the Superintendent is insurable, per calendar year insuring her salary up to ten thousand dollars (\$10,000.00) per month.

F. CONFERENCE LEAVE/STIPENDS/REIMBURSEMENTS

1. The Board encourages the Superintendent to continue her professional development and expects the Superintendent to participate in relevant learning experiences. Consistent with that expectation and with budgeted appropriations, the Superintendent shall attend professional meetings at the local, state, and national level, the expenses to which shall be paid by the Board, subject to advance Board approval.
2. The leave referenced immediately above in paragraph 1 of this section will be considered professional leave and will not be charged to the Superintendent's personal or vacation days.
3. The Board shall provide the Superintendent with a payment in the amount of One Thousand Dollars (\$1000.00) per month, as reimbursement for business-related expenses and mileage.
4. The Superintendent shall be entitled to executive coaching and professional association memberships, at the Board's expense, including the Connecticut

Association of Public-School Superintendents, the American Association of School Administrators, and District Administration Leadership. In addition, the Board shall pay, with prior approval, for publications and other professional/civic group memberships for which the Superintendent feels are appropriate to maintain and improve her professional skills and community obligations.

4. The Board shall consider, during the Superintendent's annual review, providing additional compensation to the Superintendent, in an as yet undetermined amount, while the Superintendent serves in the additional capacity of curriculum director. Considerations for providing such additional compensation include whether it is operationally and budgetarily feasible, and as a cost-efficient means to result in significant financial savings to the school district. Any such additional compensation is at the Board's sole discretion and requires the approval of the Board.

G. HEALTH EXAMINATION

The Board may require health examinations of the Superintendent and will select the physician. A statement from the examining physician certifying the physical competency of the Superintendent to perform the duties of the position shall be filed with clerk or the Secretary of the Board as confidential information by the Board. The entire cost of said medical examinations and reports shall be borne by the Board.

H. HOLD HARMLESS

The Board agrees to protect and save harmless the Superintendent from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided the Superintendent at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of her duties or within the scope of her employment as Superintendent of Schools.

VII. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Contract. Said evaluation and assessment shall be reasonably related to the goals and objectives of the school district for the fiscal year in question. The Superintendent shall submit to the Board a recommendation for said written evaluation and assessment of the Superintendent's performance (hereinafter "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and Board of Education relations, and

personal and professional qualities and relationships. The evaluation format shall provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format. 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.

VIII. EVALUATION

The Board in executive session shall evaluate the Superintendent pursuant to the evaluation format within ninety (90) days but not less than thirty (30) days prior to the expiration of each year of this Contract. 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, indicating specific instances where appropriate, said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be deficient and 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 in executive session shall meet with the Superintendent to discuss the evaluation.

IX. TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate the Contract at any time.
- B. The Superintendent shall be entitled to terminate the Contract upon written notice of ninety (90) days.
- C. The Board may consider terminating this Contract during its term for one or more of the following reasons:
 - I. Inefficiency or incompetence;
 - 2. Insubordination against reasonable rules of the Board of Education;
 - 3. Moral misconduct;
 - 4. Disability as shown by competent medical evidence;
 - 5. Other due and sufficient cause.

In the event the Board considers terminating this Contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of the 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 which hearing shall be held within twenty (20) days after receipt of such request. The Board shall render its decision with fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence

upon which the decision is based to the Superintendent The Board's decision shall be based on the evidence presented at the hearing.

The contract termination hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to be represented by legal counsel of her choice, at her own expense.

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

The notice and hearing requirements described in this provision shall not apply if the Board does not renew the Superintendent's contract upon expiration.

If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay a lump sum equivalent to the Superintendent's accumulated and unused sick leave and vacation benefits.

X. GENERAL PROVISIONS

- A. 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. Upon execution, this Contract supersedes all prior agreements between the parties.
- B. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Superintendent shall be sent to the Superintendent's home address.
- C. Salary increases and other changes to compensation and/or benefits will be agreed upon annually between the Board and the Superintendent giving consideration to performance, job responsibilities and current economic conditions.
- D. This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut. The parties agree to submit to the jurisdiction and venue of the courts of Connecticut for purposes of this Contract
- E. If competent legal authority determines any part of this Contract to be invalid, such invalidity shall not affect the remainder of the Contract, and the remainder shall be binding on and effective between the parties.
- F. This Contract and the Board's obligations hereunder are contingent upon the Superintendent obtaining and maintaining appropriate certification for a superintendent of schools from the Connecticut State Department of Education. Should the Superintendent allow such certification to lapse, or it is otherwise revoked by operation of law, such lapsing or revocation shall be considered "other due and sufficient cause" for the termination of this Contract, as provided for in Section IX above, without the need for, or right to, the hearing provided for therein.

G. The rights and duties of the parties hereunder may not be transferred or assigned without the express written agreement of both parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Contract the day and year aforesaid.



Dr. Teresa DeBrito
Superintendent of Schools
East Haddam Public Schools



Patricia Stricker, Chairperson
Board of Education
East Haddam Public Schools

Date approved by East Haddam Board of Education:

9/10/2025