

SUPERINTENDENT'S CONTRACT

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 Brian Reas that the Board in accordance, with its action by election pursuant to section 10-157 of the Connecticut General Statutes, on July 1, 2018 has and does hereby employ the said Brian Reas as Superintendent of Schools of the East Haddam Public Schools and that Brian Reas (the "Superintendent") hereby accepts employment as Superintendent of Schools of East Haddam Public Schools upon the terms and conditions hereinafter set forth.

I. CERTIFICATION

A. 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 Agreement.

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. He has the general authority to act at his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Board on policies and plans that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or his 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 his employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and he or his designee may attend such meetings. The Superintendent or his 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

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

IV. TERM

- A. This Agreement shall become effective July 1, 2018 and shall remain in effect through and including June 30, 2021. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated at any time during the term of this Agreement under the provisions of such section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the Board and the Superintendent, 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 30, 2019, the Board, at the request of the Superintendent, may vote for a new three -year agreement.
 2. Prior to the end of the second year of this contract the Board shall vote for a new three-year agreement. At least three (3) months prior to the end of the second year of this contract, the Superintendent shall notify the Board that his contract is about to expire and shall provide the Board this contract clause.

V. COMPENSATION

- A. The base salary for the Superintendent for the 2018-2019 fiscal year shall be the sum of the following:
 1. a cash component of One Hundred Seventy Six Thousand Eight Hundred Eighty Dollars (\$176,880) payable 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 additional sum of Five Thousand Five Hundred Dollars (\$5,500) for said year, as to which amount the 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, 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 his 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, which includes 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 his 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. INSURANCE BENEFITS AND WORKING CONDITIONS

A. SICK LEAVE

- 1. The Superintendent shall be entitled to sick leave with full pay up to twenty (20) working days in each 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 the accumulated sick days credited to him 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 vacation period or holiday, or during the month of June.

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. A limit of ten (10) days may be carried over in each contract year. Should this Agreement be terminated in the middle of any 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 five (5) 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 Agreement, he shall be entitled to be paid for unused vacation credited during the fiscal year in which he 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 chair of the Board and/or his 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, Veterans' Day, Thanksgiving, Day after Thanksgiving, and Christmas Day.

E. INSURANCE AND PENSION BENEFITS

1. **Health Insurance:** In any fiscal year covered by this contract, on behalf of himself and any eligible dependents, the Superintendent may elect to participate in the High Deductible Health Plan offered to Board employees, with annual deductibles of \$2,000 for single coverage and \$4,000 for two or more person family coverage, and effective January 1, 2020 an annual deductible of \$2,250/\$4,500, 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:

2018-19 school Year: 82.0% Board: 18.0% Superintendent

2019-20 school Year: 81.0% Board: 19.0% Superintendent

2020-21 school Year: 81.0% Board: 19.0% Superintendent

- 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 eligible employees. The parties acknowledge 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 his applicable covered spouse. If the Superintendent or his 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 HSA 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 plan, he 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 himself 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 any remaining 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.

4. **Disability Insurance:** The Superintendent will receive disability insurance provided he is insurable, per calendar year insuring his salary up to five thousand dollars (\$5,000) per month.

F. CONFERENCE LEAVE/STIPENDS

1. The Board encourages the Superintendent to continue his professional development and expects him 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 Four Hundred Sixteen Dollars (\$416) per month, as reimbursement for business-related expenses and mileage.

G. HEALTH EXAMINATION

The Board may require health examinations of the Superintendent and will select the physician. A statement from the examining physician certifying to the physical competency of the Superintendent to perform his duties 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 his duties or within the scope of his 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 his 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 terminate this contract during its term for one or more of the following reasons:

1. 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 seeks to terminate this contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his 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 his choice, at his own expense.

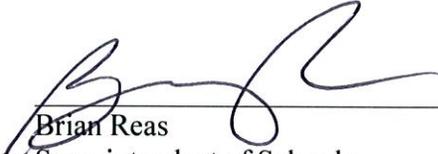
Any time limits established herein may be waived by mutual agreement of the parties.

X. GENERAL PROVISIONS

- A. If any part of this contract is invalid, the remainder of this contract shall nevertheless be binding and effective against the parties.
- B. 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.
- C. 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 him at his home address.

- D. Salary increases and other changes to compensation and/or benefits will be agreed upon annually between the Personnel and Negotiations Subcommittee of the East Haddam Board of Education (or its designate), and the Superintendent giving consideration to performance, job responsibilities and current economic conditions.

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



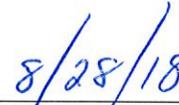
Brian Reas
Superintendent of Schools
East Haddam Public Schools



Bryan Perry, Chairman
Board of Education
East Haddam Public Schools



Date



Date

Date approved by East Haddam Board of Education _____