

EMPLOYMENT AGREEMENT
between
THE EAST HAMPTON BOARD OF EDUCATION
EAST HAMPTON, CONNECTICUT
and
PAUL K. SMITH
SUPERINTENDENT OF SCHOOLS

This Agreement is made by and between the East Hampton Board of Education ("BOARD") and Paul K. Smith ("SUPERINTENDENT").

Subject to and in accordance with the provisions of Section 10-157 of the Connecticut General Statutes, the BOARD does hereby employ Paul K. Smith as its Superintendent of Schools, and Paul K. Smith does hereby accept employment as Superintendent of Schools under the terms and conditions set forth in this Agreement.

1. **TERM OF AGREEMENT.**

The term of employment under this Agreement is for three (3) years from July 1, 2017 – June 30, 2020.

- A. Prior to June 30, 2018, the BOARD, at the request of the SUPERINTENDENT, may meet to consider a new three-year agreement. The BOARD may vote on a new agreement only after the completion of the evaluation process under this Agreement.
- B. Prior to June 30, 2019, the BOARD shall meet to consider a new three-year agreement. At least three months prior to such date, the SUPERINTENDENT shall notify the BOARD of this contractual requirement and shall provide the BOARD a copy of this contract clause. The BOARD may vote on a new agreement only after the completion of the evaluation process under this Agreement.

Notwithstanding the foregoing, the provisions of Section 8 shall take precedence with regard to termination of this Agreement.

2. **DUTIES.**

The SUPERINTENDENT of Schools is the chief executive officer of the BOARD. In harmony with the policies of the BOARD, State laws, and the 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, upon all emergency matters and upon those matters 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 shall have, in addition to those powers and duties set forth above and in the laws of the State of Connecticut, the responsibility and power, subject to the approval of the BOARD and to the provisions of any applicable collective bargaining agreements to organize, reorganize, and arrange the administrative, supervisory, teaching and other employee groups as shall, in his judgment, best serve the educational needs of the East Hampton Public Schools.

The administration of the instructional and business affairs of the East Hampton Public Schools shall be lodged in the SUPERINTENDENT by the BOARD and shall be administered by him with the assistance of his staff.

The SUPERINTENDENT, with the assistance of his staff, shall have responsibility for the selection, placement and transfer of personnel subject to the duly adopted policies of the BOARD, to the provisions of any applicable collective bargaining agreements, and to the BOARD for approval as may be required by law.

The SUPERINTENDENT shall attend all meetings of the BOARD unless he is unable to attend due to illness or other extenuating circumstances. Should he be unable to attend a BOARD meeting, the SUPERINTENDENT shall designate an appropriate designee to attend the meeting in his place. The SUPERINTENDENT or his designee shall participate in all BOARD deliberations, except when matters relating to his own employment are under consideration, matters in which he has represented the administration as a party in a hearing before the BOARD or if the BOARD otherwise votes to exclude his presence. The SUPERINTENDENT shall receive notice of all BOARD committee meetings and he or his designee may attend such meetings.

3. COMPENSATION.

A. The base annual salary of the SUPERINTENDENT will be One Hundred Ninety-Nine Thousand Five Hundred Ninety-Nine Dollars (\$199,599) consisting of two parts:

- i. A salary of One Hundred Eight-Six Thousand Ninety-Nine Dollars (\$186,099.00) plus
- ii. An elective tax sheltered annuity in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500) to be designated by the SUPERINTENDENT.
- iii. During the 2017-18 school year, the Superintendent will have three (3) furlough days at the rate of 1/261 of part (i).

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 base salary, which includes the sum of the amounts specified in Sections (i) and (ii) above.

B. The parties may negotiate an adjustment in salary for the second and/or third year of this Agreement after the BOARD has completed its annual performance evaluation of the SUPERINTENDENT. Any adjustment in salary made during the life of the Agreement shall be in the form of an amendment and shall become part of the Agreement. It is provided, however, that by doing so it shall not be considered that the BOARD has entered into a new agreement with the SUPERINTENDENT or that the termination date of the existing Agreement has been extended. Under no circumstances shall salary for the subsequent years be less than the salary for the prior year.

- C. Compensation for SUPERINTENDENT services for any period that employment is renewed under the provisions of Section 1 shall be negotiated and agreed to by the BOARD and the SUPERINTENDENT prior to the commencement of the new term.

4. **FRINGE BENEFITS / WORKING CONDITIONS.**

- A. Leave. The SUPERINTENDENT shall perform the duties of his office during the Agreement period, except as follows:

- i. Vacation. The SUPERINTENDENT of Schools shall receive twenty-five (25) days vacation, exclusive of legal holidays, during each annual term of the Agreement. The SUPERINTENDENT may carry over ten (10) days each year into the next fiscal year to a maximum of thirty (30) days accumulated vacation. The total vacation days to be used in any one year shall not exceed thirty (30) vacation days.

In lieu of carrying over up to ten (10) days into the next fiscal 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.

Upon completion of the 2017-18 school year, the SUPERINTENDENT shall be entitled to twenty-six (26) vacation days annually. Upon each subsequent year, the SUPERINTENDENT will be entitled to an additional vacation day not to exceed thirty (30) vacation days annually.

- ii. Sick Leave. The SUPERINTENDENT will be entitled to sick leave of twenty (20) working days during each annual term of the Agreement cumulative to a maximum of one hundred and ninety (190) days. In the event of a long term illness or incapacity which extends beyond all available leave, the BOARD may grant additional leave time with or without pay or terminate the Agreement in accordance with Section 8(C). Unused sick leave shall not be paid at the termination of the Agreement except as provided by Section 4(B)(iv). The SUPERINTENDENT shall be given an initial advance of sixty (60) sick leave days at the commencement of employment which shall be borrowed from future sick leave entitlements. The sixty (60) sick leave days advanced, or any part thereof, shall be extinguished when the SUPERINTENDENT accumulates sixty (60) days.

In the event that the SUPERINTENDENT becomes disabled and exhausts all of his accumulated sick leave as a result of such disability, the BOARD shall continue in effect the SUPERINTENDENT's health insurance benefits (subject to the SUPERINTENDENT's obligation to make premium contributions in accordance with the provisions of this contract) during the period of such disability, for up to one year beyond the date on which such sick leave is exhausted.

The BOARD shall also provide bereavement days as approved at the time by the Board chair.

- iii. Holidays. The Board shall provide the Superintendent the following fifteen (15) holidays with full pay: New Year's Day, Martin Luther King Day, President's Day (2), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
- iv. Personal Days. The SUPERINTENDENT will be provided up to six (6) personal days per year to attend to personal business that cannot be attended to outside the regular business day. Personal days may not be carried over from year to year and do not accumulate.

B. Health Insurance. The BOARD shall make available to the SUPERINTENDENT the following insurance coverage and benefits:

- i. Full family health coverage afforded the East Hampton Administrators. Full Service Dental plan for the Superintendent and dependent children as permitted by rider. The SUPERINTENDENT shall pay the same premium cost share for medical and dental insurance as that paid by the BOARD's administrators. The Board reserves the right to change insurance carriers provided that the insured benefits are reasonably equivalent to the benefits and services provided by the former carrier.
- ii. Group Term life insurance in the amount of three times (3X) annual salary paid by the BOARD subject to any limitations by the carrier, during the term of the Agreement.
- iii. Group Long Term Disability insurance shall be made available to the SUPERINTENDENT under the same terms and conditions as those provided to the BOARD's administrators.
- iv. Should the Superintendent retire from the East Hampton Public schools under the Connecticut Retirement System, he will be paid for unused, accrued sick days at the time of his retirement as follows: For each unused sick day, the Board agrees to pay the Superintendent 1/365 (to a maximum of 220/365) of the total cost of the health insurance plan provided to the Superintendent by the Board at the time of his retirement. The Superintendent will use these funds to pay for a health insurance plan of his choice during the first year of retirement.

C. Expenses.

- i. Travel. For use of his own automobile in the performance of his duties, within or outside the district, the SUPERINTENDENT shall receive an automobile allowance of Five Hundred Fifty Dollars (\$550.00) per month.

- ii. Technology. The SUPERINTENDNET shall be provided with the use of a laptop, cell phone, and iPad for business use. The parties agree that there is no expectation of privacy with regard to business-related data and information stored on the SUPERINTENDENT'S smart phone and the BOARD has the right to monitor all business-related communications, and data conducted on said phone. The SUPERINTENDENT shall properly safeguard and maintain any business related records, including public records, that may be created on or stored on the smart phone in accordance with the law and BOARD policy.
- iii. Professional Activities. It is understood that the SUPERINTENDENT shall be active in local, state, regional, and national educational and professional activities as the leader and representative of the East Hampton Public Schools. Subject to budgeted appropriation, reasonable expenses for such activities will be borne by the BOARD and the BOARD will expect periodic reports on these activities. The BOARD acknowledges and shall agree to cover the reasonable costs of the SUPERINTENDENT, subject to the budgeted appropriation, to attend conferences on the national, state and local level relating to curriculum, special education, legislative issues, or other professional responsibilities as a SUPERINTENDENT. The BOARD further agrees to bear the cost of the SUPERINTENDENT'S membership in the National Association of School Superintendents, Connecticut Association of Public School Superintendents (CAPSS), District Management Council, American Association of Supervision and Curriculum Development (ASCD), the Superintendents' Legal Issues Forum and other organization approved by the BOARD.
- iv. Additional Professional Activity. Should the Superintendent *lead* a group of students and/or parents and/or community members as part of an international tour and/or exchange program, the time will be considered as working days.

5. EVALUATION.

- A. Format. The BOARD shall evaluate and assess the performance of the SUPERINTENDENT annually during the term of this Agreement. Said evaluation and assessment shall be reasonably related to the District's and SUPERINTENDENT'S professional goals and objectives for the year in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for said evaluation and assessment of his performance ("evaluation format"). The evaluation format shall be reasonably objective and shall contain evaluation guidelines for at least the following areas: Board-superintendent relations, community relations, personnel relations (including labor relations and evaluations and development of administrators and staff), the educational program, business and financial management, professional leadership and personal qualities. 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, in accordance with Connecticut General Statute § 10-157, to agree on the development and adoption of evaluation guidelines and criteria. The BOARD shall adopt an evaluation format within ninety (90)

days of the commencement of each year of this contract. At the beginning of each fiscal year, the SUPERINTENDENT shall annually inform the BOARD, in writing, of this provision.

- B. Evaluation. By June 1st of each year during the term of this Agreement the BOARD in executive session shall evaluate the SUPERINTENDENT in accordance with the guidelines and criteria mutually determined. 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 examples 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 upon its completion and the SUPERINTENDENT shall have the right to make a written response to the evaluation which shall become a permanent attachment to the SUPERINTENDENT'S personnel file.

6. **MEDICAL EXAMINATION.**

The SUPERINTENDENT agrees to have a medical examination periodically but not less than every three years. The BOARD reserves the right to require said medical examination more frequently, if it deems necessary, by a physician acceptable to the BOARD if it appears to the BOARD that there is a reasonable basis to conclude that the SUPERINTENDENT is unable to perform the essential functions of his position. The cost of any such medical examination shall be borne by the BOARD with prior approval of the BOARD Chair. A statement from the examining physician certifying to the physical and mental competency of the SUPERINTENDENT to perform his duties shall be filed with the BOARD.

7. **OUTSIDE PROFESSIONAL ACTIVITIES.**

A. The SUPERINTENDENT may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations as determined by the BOARD, provided such activities do not interfere with his responsibilities as SUPERINTENDENT.

- i. The SUPERINTENDENT may use any materials developed within the East Hampton Public Schools during his term of office in any publication he might author, provided he properly credits the East Hampton Public Schools and complies with all privacy laws.
- ii. The SUPERINTENDENT may conduct classes outside the East Hampton Public School District provided this is done with the BOARD's knowledge and provided there is no interference with his responsibilities as the SUPERINTENDENT of the East Hampton Public Schools.

8. TERMINATION OF AGREEMENT.

This Agreement may be terminated as follows:

- A. Mutual Agreement. The parties may, by mutual consent, terminate the contract at any time.
- B. By the SUPERINTENDENT. The SUPERINTENDENT shall be entitled to terminate the Agreement upon written notice of ninety (90) days.
- C. For Cause. The BOARD may terminate the Agreement during its term for one or more of the following reasons:
 - Inefficiency or incompetence
 - Insubordination against reasonable rules of the BOARD
 - Moral misconduct
 - Disability, as shown by competent medical evidence that the SUPERINTENDENT is unable to perform the essential functions of his job
 - Other due and sufficient cause

In the event that the BOARD seeks to terminate the Agreement for one of the above reasons, it shall serve on the SUPERINTENDENT by certified or registered mail written notice that termination of his contract is under consideration. Such notice shall contain a written statement of reasons.

Within fifteen (15) days of receipt from the BOARD of the written notice that the termination of this Agreement 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. 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 his own counsel at his own expense. The BOARD shall render its decision within fifteen (15) days of such hearing, setting forth the reasons and evidence relied on that was presented at the hearing. The BOARD shall notify the SUPERINTENDENT of its decision in writing.

- D. Except as otherwise specifically provided in this Agreement or in a duly executed amendment to this Agreement, the termination of the Agreement shall end any further obligations by the BOARD to the SUPERINTENDENT, including the payment of the base salary that would have otherwise been payable during the remaining contractual term. In addition, upon the termination of this Agreement, the SUPERINTENDENT shall not be entitled to payment for any accrued vacation, sick, holiday or other earned leave. Notwithstanding the foregoing, if the Agreement is terminated due to death or disability, the SUPERINTENDENT shall be entitled to payment for accumulated and unused vacation leave. In the event of death, such payment would be made to the Superintendent's estate.

9. SAVINGS CLAUSE.

In the event that State Statutes are amended or repealed or, as a result of court action, a precedent is established which invalidates any or several provision(s) of this Agreement, the remainder of this Agreement shall remain in force. The BOARD and the SUPERINTENDENT shall expedite any revisions necessary to bring this Agreement into total compliance as required.

10. AMENDMENT OF AGREEMENT.

This Agreement contains the entire agreement between the BOARD and the SUPERINTENDENT. It may not be amended orally but may be amended only by mutual agreement in writing signed by the BOARD and the SUPERINTENDENT. Upon signing by the BOARD and the SUPERINTENDENT, this amended agreement supersedes all prior written or oral representations, understandings, or agreements between the BOARD and the SUPERINTENDENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement:

SUPERINTENDENT OF SCHOOLS



Paul K. Smith

Date: 6/8/2017

CHAIR, BOARD OF EDUCATION



Christopher Goff

Date: June 8, 2017

