

GLASTONBURY PUBLIC SCHOOLS  
CONTRACT OF EMPLOYMENT  
SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Glastonbury, Connecticut (hereinafter called the "Board") and Dr. Alan Bookman that the Board, in accordance with its action by election pursuant to "Connecticut General Statutes, Section 10-157 hereby employs Dr. Alan Bookman as Superintendent of Schools and that Dr. Alan Bookman (hereinafter called the "Superintendent") hereby accepts employment as Superintendent of Schools of the Town of Glastonbury, Connecticut upon the terms and conditions hereinafter set forth.

1. DUTIES

The Superintendent is the chief executive officer of the Board. As such, he has executive authority over the school system and responsibility for its supervision. He has the general authority to act at his discretion upon all emergency matters and those as to which his powers and duties are not expressly limited.

2. TERM

The term of employment under this contract is July 1, 2018 to June 30, 2019; July 1, 2019 to June 30, 2020; and July 1, 2020 to June 30, 2021.

3. BASE SALARY for 2018-2019

The 2018-2019 base salary of \$263,087 payable bi-weekly to the Superintendent includes the following:

- A bi-weekly payment to the Superintendent.
- An elective tax shelter annuity and/or deferred payment as part of the base salary chosen by the superintendent or chosen by the Board of Education available to all certified employees.

The base salary and other benefits for each year shall not be less than the base salary and other benefits for the preceding year. Adjustments will be made in the form of a revised contract or an amendment to the contract.

4. FRINGE BENEFITS AND WORKING CONDITIONS

- A. Except as is otherwise provided herein and to the extent consistent with the provisions of this agreement, the Board shall provide the Superintendent and his wife the same insurance and retirement benefits that are provided to members of the administrators' bargaining unit. Also, the superintendent may elect, 100% at the Board's expense, health insurance funds and apply those funds to Medicare Part B, supplemental insurance and as funds allow, to long-term health care, in a 403b and/or a 457 and/or as a payment. If the Superintendent elects Medicare in any given year, then he will not be part of the Glastonbury Public health insurance program (Anthem or ConnectiCare) for that year.
- B. The Board shall provide the Superintendent with term life insurance coverage equal to 3-½ times the value of his base salary.

- C. The Board shall provide the Superintendent with twenty-two (22) sick days annually, cumulative to one hundred eighty (180) days.
- D. The Board shall provide the Superintendent with twenty-eight (28) paid vacation days annually. While it is expected that earned vacation days will be used each year, vacation days may be accumulated to a maximum of forty-five (45) days. Upon cessation of employment with the Board, the Superintendent shall be compensated for up to forty-five (45) unused accumulated vacation days on a per diem basis based on the Superintendent's then base salary. If he should die while employed, his beneficiary or beneficiaries will receive the compensation as described above.
- E. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent and he informs the Board.
- F. The Superintendent will receive the same paid holidays as in the administrators' contract.
- G.
  1. For the first two years of employment covered by the Employment Agreement, the Board shall contribute a Board-paid non-elective 403(b) annuity contribution, or a Board contribution to a 403(b) custodial account satisfying the requirements of Section 403(b)(7) of the Internal Revenue Code (hereinafter the "Code"), for each such year in the annual amount of \$50,840, in accordance with Section 403(b)(12)((A)(i) of the Code pursuant to the Board's 403(b) plan available to Board employees in accordance with Section 403(b) of the Code. This Board-paid annuity contribution or 403(b)(7) custodial account contribution shall count toward the IRS limit for a non-elective tax-sheltered annuity or non-elective 403(b)(7) contribution as set forth in Section 415(c)(1) of the Code in effect for such annual period. Such Board-paid non-elective 403(b) contribution for the employment year shall be paid by the Board at the start of each employment year.
  2. In the event the amount of the Board-paid non-elective 403(b) contribution would exceed the IRS 415(c)(1) limit in effect for any year after taking into account elective 403(b) contributions made by the Superintendent for the year, then the amount in excess of such IRS 415 limit shall instead be contributed by the Board into the Superintendent's account in the Board's eligible deferred compensation plan ("457 Plan") in accordance with section 457b of the Code or as a payment.
- H. As provided in the July 1, 2010 - June 27, 2012 contract, after leaving the Glastonbury School System, the superintendent and his wife shall be provided, 100% at the Board's expense, with health insurance comparable to a health insurance policy of the superintendent's choice comparable to the health insurance benefit provided to other school administrators in Glastonbury for an additional period of ten years (120 months for two people or 240 months for one person). If one of the two should die before the additional 120 months, the other will continue to receive this benefit for twice the remaining number of months. In the event that both die before the use of the 240 months, the benefits will cease at that time and the Board will have no further obligations. If the Superintendent elects Medicare in any given year, then he will not be part of the Glastonbury Public Schools health insurance program for that year. The total value of this insurance may be applied at the discretion of the superintendent, to Medicare Part B, supplemental insurance, and as funds allow, long-term health care, in a 403b and/or a 457, or as a payment.

5. EVALUATION

The Board shall evaluate and assess the performance of the Superintendent during the month of May and/or June each year. The Superintendent's evaluation shall be reasonably related to the goals and objectives of the System for the year(s) in review. The Board, in executive session, shall meet with the Superintendent to discuss the evaluation.

In the event the Board determines that the overall performance of the Superintendent is deficient, it shall describe, in writing and in reasonable detail, deficient performance, indicating specific examples where appropriate. A copy of this 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 be placed in his personnel file.

Whenever the Board has evaluated the Superintendent's performance to be deficient, in whole or in part, or has made recommendations as to areas of improvement, the Chairman of the Board shall appoint a committee of not less than two members of the Board to meet in executive session with the Superintendent in an effort to assist him in improving his performance. Said committee shall report in writing, and submit to the Board, with a copy to the Superintendent, its activities and the results thereof within ninety (90) days of such meeting with the Superintendent. Thereafter, the Board may retain the committee and require additional reports when necessary.

6. TERMINATION

- a. The parties may, by mutual consent, terminate this contract at any time.
- b. The Superintendent shall be entitled to terminate this contract upon written notice of 180 days.
- c. The Board may terminate this contract during its term for one or more of the following reasons:
  - i. Inefficiency or incompetence;
  - ii. Insubordination against reasonable rules of the Board;
  - iii. Moral misconduct;
  - iv. Disability as shown by competent medical evidence;
  - v. Other due and sufficient cause.

In the event the Board seeks to terminate the contract for one or more 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 termination 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. The hearing may be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to legal counsel at his own expense at such hearing. The Board shall render in its decision within fifteen (15) days of such hearing, and if the decision is to terminate this contract, the Board shall inform the Superintendent in writing of the reasons for its decision and the evidence relied on. The Board's decision shall be based on the evidence presented at the hearing. Any time limits established herein may be waived by mutual agreement of the parties.

7. GENERAL PROVISIONS

If any part of this contract is invalid such invalidity shall not affect the validity of the remainder of this contract which shall remain binding on the parties.

**IN WITNESS WHEREOF**, the undersigned have executed this contract on the day and year set forth below.

9-17-18  
Date

Alan B Bookman  
Dr. Alan B. Bookman, Superintendent of Schools

9-17-18  
Date

Susan Karp  
Susan Karp, Chairman, Board of Education