

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS TOWN OF THOMASTON, CONNECTICUT

It is hereby agreed by and between the Board of Education of the Town of Thomaston, Connecticut (hereinafter the "Board") and **Francine Coss** (hereinafter the "Superintendent") that the said Board in accordance with its action by election pursuant to Section 10-157 of the Connecticut General Statutes, November 19, 2018 has and does hereby employ the said **Francine Coss** as Superintendent of Schools of Thomaston and that Francine Coss hereby accepts employment as Superintendent of Schools of Thomaston upon the terms and conditions hereinafter set forth in this contract.

1. DUTIES

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, state statutes, and state regulations, the Superintendent has executive authority over the school system and responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board, upon all emergency matters and those as to which her powers and duties are not expressly limited. She advises the Board on policy and planning issues 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 will have the authority, subject only to Board approval, to organize, reorganize and arrange the administrative and supervisory staff which in her judgment best serves the Thomaston Public Schools; that the administration of instruction and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent, provided, however, that the powers contained in this contract are subject to the rules and regulations made by the Board from time to time.

The Superintendent shall be invited to attend all meetings of the Board and/or its committees, both in public and in executive session, with the exception of either executive session discussions concerning the Superintendent's performance, status or contract (except where such attendance is required by law) or under circumstances that the Board deems that the Superintendent's attendance is not required.

The Superintendent must meet requirements, pursuant to Section 10-145f(b) of the Connecticut General Statutes; that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Connecticut as directed by the Board of Education; and that the Superintendent hereby agrees to devote her time, skill, labor, and attention to said employment during the life of this contract.

2. WORK YEAR

The work year for the Superintendent shall be twelve (12) months.

3. TERM

The term of the Superintendent's contract of employment with the Board shall be from July 1, 2018 through June 30, 2021.

- A. Prior to the end of the first year of a three (3) year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three (3) year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for a new agreement. At least three (3) months prior to that time, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board this contract clause.
- 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.

4. COMPENSATION

The Superintendent's salary shall be negotiated between the Board and the Superintendent. 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 doing so it shall not be considered that the Board has entered into a new contract with the Superintendent or 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 prior year.

For the period from July 1, 2018 through June 30, 2021, the Superintendent shall be paid the following:

- A. For the period from July 1, 2018 through June 30, 2019: (1) a base annual salary of one hundred seventy-four thousand seventy-eight dollars (\$174,078.00) payable in installments in accordance with the Board's regular payroll practices; and (2) an additional sum equal to seven thousand five hundred dollars (\$7,500.00) payable in two (2) or more installments in accordance with the Board's payroll practices as to which amount the Superintendent will arrange to have an annual deferral deducted from her salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed to a Section 457 Plan that meets the

requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.

- B. For the period from July 1, 2019 through June 30, 2020: (1) a base annual salary of one hundred seventy-four thousand seventy-eight dollars (\$174,078.00) payable in installments in accordance with the Board's regular payroll practices; and (2) an additional sum equal to seven thousand five hundred dollars (\$7,500.00) payable in two (2) or more installments in accordance with the Board's payroll practices as to which amount the Superintendent will arrange to have an annual deferral deducted from her salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed to a Section 457 Plan that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.
- C. For the period from July 1, 2020 through June 30, 2021: (1) a base annual salary of one hundred seventy-seven thousand five hundred sixty dollars (\$177,560.00) payable in installments in accordance with the Board's regular payroll practices; and (2) an additional sum equal to ten thousand dollars (\$10,000.00) payable in two or more installments in accordance with the Board's payroll practices as to which amount the Superintendent will arrange to have an annual deferral deducted from her salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed to a Section 457 Plan that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.
- D. To the extent the amount specified in (a)(2), (b)(2) or (c)(2) above does not exceed the applicable IRS dollar limits set forth in Sections 457 and 414(v) of the Internal Revenue Code for the applicable contract year, the Superintendent may also further elect to reduce the cash portion of her salary set forth in (a)(2), (b)(2) or (c)(2) above for the contract year on a pre-tax basis pursuant to a legally binding salary reduction agreement and contribute said amounts on a pre-tax basis to the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice under the 403(b) Plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code and to a Section 457 Plan of the Board, provided that this salary reduction amount when added to the stated amounts in (a)(2), (b)(2) or (c)(2) above do not exceed the applicable annual maximum deferral limitations for a 403(b) Plan and an eligible plan under Section 457 of the Internal Revenue Code.
- i. Salary and other compensation for Superintendent services for any period that employment is renewed shall be negotiated and agreed to by the Board and the Superintendent prior to commencement of the new contract term.

- ii. In consideration of said salary, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools and to serve as Executive Officer of the Board.
- iii. The Superintendent will be paid an annual salary in accordance with Board policy presently prevailing and governing payment of Professional Staff members in the school system.
- iv. Upon the Superintendent's completion of her course work for a doctrine degree and the award of her doctrine degree by an accredited university, the Superintendent shall receive an annual stipend from the Board. Such stipend shall be: (1) five thousand dollars (\$5,000.00) annually; (2) commence on a date agreed to by the parties; and (3) be prorated if receive after July 1st of any contract year.

5. FRINGE BENEFITS

- A. The Superintendent shall be credited with twenty-five (25) vacation days for use during the July 1, 2018 through June 30, 2019 contract year; thirty (30) vacation days for use during the July 1, 2019 through June 30, 2020 contract year; and thirty-five (35) vacation days for use during subsequent contract years (unless the number of days is changed by mutual written agreement of Ms. Coss and the Board).

The parties understand and agree that time taken off by the Superintendent during the school December break (as set forth in the annual school calendar) shall not count toward such vacation days. Vacation days shall not be cumulative and shall not be considered an accrued benefit, provided, however, vacation days may be carried over to the next contract year upon written approval of the Board.

- i. Payment for up to five (5) vacation days not used during a contract year shall be granted to the Superintendent upon request at the end of each contract year.
 - ii. Payment for vacation days not used during a contract year shall be made to the Superintendent on a pro-rata basis in the event she terminates her services with the Board during that contract year.
 - iii. In the event of the death of the Superintendent, her spouse and/or children shall receive payment for her pro-rata vacation days.
- B. The Superintendent shall be entitled to twenty (20) sick days annually cumulative to one hundred sixty-five (165) days. Any unused accumulated sick days shall, upon termination of this contract, be reimbursed at Ms. Coss's per diem rate to a maximum of one hundred ten (110) days.
 - C. The Superintendent shall be entitled to five (5) days of paid leave per year for personal obligations that cannot be undertaken during regular hours of work.
 - D. The Superintendent shall receive a five hundred dollar (\$500.00) monthly stipend to cover the cost of personal automobile usage while performing official duties.

- E. The Board shall provide the Superintendent with a mobile device to be used for school related business. All personal calls that incur an additional expense shall be the responsibility of the Superintendent. The parties agree that such mobile device is and shall remain, at all times, the property of the Board.
- F. The Board shall provide the Superintendent with a life insurance policy that equals two and one-half (2½) times her annual base salary. Such life insurance policy shall be paid upon the death of the Superintendent in accordance with the terms and conditions set forth in the policy.
- G. The Superintendent shall be entitled to the following paid holidays as part of her regular remuneration: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day (observed), Independence Day (observed), Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas, provided, however, if school is held on any of the aforementioned holidays, such day shall be considered a work day for the Superintendent.
- H. The Superintendent hereby waives health insurance and by doing so shall receive an annual waiver payment of five thousand dollars (\$5,000.00).
- I. The Board shall reimburse the Superintendent for reasonable expenses incurred in the performance of her duties on behalf of the Board.
- J. The Superintendent may, with prior authorization from the Chairman of the Board, perform her duties and responsibilities as Superintendent from home, on an as needed basis.
- K. The Superintendent may attend appropriate professional meetings at the local, state, and, with Board approval, national levels, with the expenses of said attendance to be incurred by the Board.
- L. Dues to the appropriate professional association will be paid by the Board.
- M. The Superintendent may consult or teach outside the district provided such activities do not interfere with the duties of the Superintendent.
- N. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond her control, and said disability, as determined by a physician, exists for a period of more than one hundred sixty-five (165) working days during any contract year, the Board may place the Superintendent on a disability leave, and if such disability either continues for more than one (1) year or if said disability is permanent, irreparable, or such nature as to make the performance of her duties impossible, the Board may terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate, except for insurance benefits which will continue until the age of seventy (70), at her expense.

6. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once each contract year.

A statement from the examining physician certifying the physical competency of the Superintendent to perform her duties shall be filed with the secretary of the Board and be treated as confidential information by the Board.

The cost of said medical examination and reports shall be borne by the Board.

7. EVALUATION

The Board in executive session shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this contract. The evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of her performance (hereinafter referred to as an "evaluation format").

The evaluation format shall be reasonably objective and shall contain at least the following criteria: Direction of the district, Board-Superintendent relations, accomplishments of school system goals and objectives, district educator program, personnel relations, community relations, business matters, professional development and personal qualities.

The evaluation format shall provide for a rating system both as to overall performances and as to specific criteria set forth in the evaluation format.

The Superintendent shall also prepare an evaluation report each January and August outlining district accomplishments and district needs.

8. TERMINATION

- A. The parties may, by mutual consent, terminate the Agreement at any time.
- B. The Board may terminate this contract of employment during its term for one or more of the following reasons:
 - i. Inefficiency, incompetence or ineffectiveness;
 - ii. Insubordination against reasonable rules of the Board;
 - iii. Moral misconduct;

- iv. Disability as shown by competent medical evidence;
- v. Loss of appropriate certification to act as Superintendent of Schools;
- vi. Other due and sufficient cause.

C. In the event that the Board seeks to terminate the Superintendent's contract for one of the above reasons, it shall notify the Superintendent in writing that termination of her contract is under consideration.

The procedural aspects of any such termination proceedings shall be in accordance with the procedural provisions set forth in Connecticut General Statutes Section 10-151 as are applicable to tenured teachers.

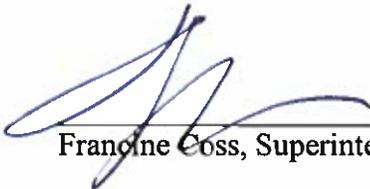
9. GENERAL PROVISIONS

- A. If any part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all 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. Commencing upon signing, it supersedes all prior agreements between the parties.
- C. This contract is subject to the statutes of the State of Connecticut and the rules and regulations of the Thomaston Board of Education as such statutes, rules and regulations relate to the duties of the Superintendent.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract and a duplicate thereof this November 19, 2018.

SIGNED:

SIGNED:


Francine Coss, Superintendent


Rebecca Guay, Chairman