

AGREEMENT

It is hereby agreed by and between the Board of Education for the Town of Tolland, Connecticut (hereinafter referred to as the "Board") and Dr. Walter Willett (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Dr. Walter Willett as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Dr. Walter Willett hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

At all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

2. Duties

- A. The Superintendent shall serve as the chief executive officer of the Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and 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 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. The Superintendent 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.
- B. The Superintendent shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration. The Superintendent or his designee shall attend all Board Committee meetings.

3. Term of Agreement

The terms of this agreement shall commence July 1, 2018 and shall remain in effect through and including June 30, 2021. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

- A. Prior to June 30, 2019, the Board of Education, at the request of the Superintendent, may vote to extend the agreement for a total of up to three years.
- B. Prior to June 30, 2020, the Board of Education shall vote on a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that his 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 11 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. Work Year

The work year for the Superintendent shall be twelve months. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

5. Base Salary

The annualized base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Superintendent.

The Superintendent's base annual salary for the 2018-19 contract year shall be the sum of the following:

- A. A cash component of One Hundred Sixty-Six Thousand Nine Hundred Forty-Eight Dollars and Fifty-Eight Cents (\$166,948.58) paid in equal bi-weekly payments; and
- B. An additional sum in the amount of 3% of the cash component set forth above in Section A, plus Three Thousand Five Hundred Dollars (\$3,500), over and above the cash component set forth in Section A above, paid in equal bi-weekly payments, as to which the Superintendent will have the right via a salary reduction agreement to have any amount, including zero of said amount in section B, contributed into his 403b annuity in accordance with the terms of the Board's 403b plan. The Superintendent's base salary, as set forth in Sections 5A and 5B above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

Prior to July 1, 2019 and July 1, 2020, respectively, the Board and the Superintendent shall enter into negotiations with respect to the Superintendent's base salary for the following contract year. In the event that the Board and the

Superintendent are unable to reach agreement on terms with regard to the Superintendent's base salary for a year, the base salary in effect for the preceding year shall remain in effect.

6. Benefits

- A. Pro-ration of Benefits: The number of sick days, vacation days and other leave days shall be pro-rated for any partial years of service as Superintendent.
- B. Sick Leave: The Board of Education shall provide the Superintendent with twenty-four (24) days of sick leave with full pay per fiscal year (15 of which may be used due to illness in the Superintendent's immediate family). Immediate family shall be defined as the employee's spouse, parent, step-parent, sibling, child, step-child, or any other person domiciled in the household). Such sick days shall be credited to the Superintendent at the beginning of each contract year. Sick days shall be cumulative to a maximum of three hundred sixty-five (365) days.
- C. Personal Days: The Board of Education shall provide the Superintendent annually with five (5) personal absence days with full pay, non-cumulative, to be used at the Superintendent's professional discretion to conduct personal business. The Superintendent will not be paid for unused personal leave upon separation from employment.
- D. Vacation: The Board of Education shall provide the Superintendent with thirty (30) days of vacation with full pay per fiscal year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Superintendent at the beginning of each contract year. If the Superintendent wishes to take one (1) week or more of vacation at a time, he shall notify the Board President of the dates of such vacation. The Superintendent may not take more than three (3) consecutive weeks of vacation without the prior approval of the Board.

Vacation days may not be carried over from one year to the next. In the event that the Superintendent uses less than thirty (30) vacation days in any one contract year, he shall be paid for up to ten (10) unused vacation days credited during that fiscal year. For the 2017-18 year, the Superintendent shall be paid for seven (7) unused vacation days in a one-time lump sum payment, subject to applicable deductions, on or before July 30, 2018.

Vacation days may not be carried over from one year to the next, except that in the event of the death of the Superintendent, payment for any earned but unused vacation (including up to ten (10) unused vacation

days from the previous year of service as Superintendent) will be paid to the Superintendent's estate.

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/she shall be entitled to be paid for unused vacation credited during the fiscal year in which he/she 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. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Superintendent must provide the Board with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement.

Any vacation days to be paid to the Superintendent or to the Superintendent's estate in accordance with this section shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/225 of the Superintendent's annual base salary.

- E. Health and Dental Insurance Benefits: For the 2018-19 and 2019-2020 contract years, the Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the following High Deductible Health Plan/Health Savings Account ("HSA Plan").

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	\$2000/4000
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited

For the 2018-19 contract year, the Board will fund sixty percent (60%) of the applicable HSA deductible amount. For the 2019-20 contract year, the

Board will fund fifty percent (50%) of the applicable HSA deductible amount.

The Superintendent shall be responsible for paying the following percentages of the premium costs for the high deductible/HSA plan:

2018-19	16%
2019-20	17%

The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed individuals. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Superintendent shall also have the right to enroll himself, his spouse and his eligible dependents in the dental plan offered to certified administrators employed by the Board.

The Board shall have the right to change the carriers and/or plans for the health, dental and life insurance benefits described in this article, provided that the new carriers and/or plans provide an overall level of benefits which, when considered as a whole, provides a level of benefits comparable to the existing carriers and/or plans. The Board also reserves the right to self-insure some or all of the health, dental and life insurance benefits. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the Superintendent to pay his insurance premium contributions on a pre-tax basis.

Prior to July 1, 2020, the Board and the Superintendent shall enter into negotiations with respect to the Superintendent's insurance benefits for the 2020-21 contract year. In the event that the Board and the Superintendent are unable to reach agreement on terms with regard to the Superintendent's insurance benefits for the 2020-21 year, the insurance benefits in effect for the preceding year shall remain in effect.

- F. Life Insurance: The Board shall provide term life insurance for the Superintendent with a face amount of two (2) times the annual salary of the Superintendent. If the Superintendent so desires, he may have the amount provided for this put toward a whole life insurance policy, provided that there is no additional cost to the Board.

- G. Insurance Benefits: General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- H. Transportation Allowance: The Board shall provide the Superintendent with a transportation allowance of Three Thousand Dollars (\$3,000) per year (pro-rated for partial years of employment) for the use of his automobile on school district business. This allowance shall be subject to all applicable tax withholding and reporting obligations.
- I. Tuition Reimbursement: The Board agrees to reimburse tuition costs for any satisfactorily completed course that is applicable to the job being performed by the Superintendent, pending Board approval, in an amount not to exceed a total of five thousand dollars (\$5,000) per contract year.
- J. Disability: Income protection/disability insurance selected by the Superintendents to provide income of \$2000 per month for the term of disability or to age 65 (100% paid by Board).

7. Evaluation Format

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said 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 his performance. The evaluation format shall be reasonably objective. 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. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.

8. Evaluation

The Board in executive session shall evaluate the Superintendent no later than May 31 of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than June 30 of each year of this Agreement. 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. No later than July 31st of each year of this Agreement, the Board in executive session shall meet with the

Superintendent to discuss the evaluation. The Superintendent shall provide the Board with a copy of this contract clause, no later than April 1 of each year of this Agreement.

9. Professional Meetings & Memberships

The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Subject to budgeted appropriations and advance approval of the Board, the Superintendent may attend professional meetings, seminars and conferences related to the performance of his duties as Superintendent, with the expenses to be paid by the Board. The Superintendent will have professional memberships paid by the board to the following: AASA, APA, AERA, CAPSS, and NEASS.

10. Outside Professional Activities

The Superintendent may undertake with prior approval of the Board consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent.

11. Termination of Agreement

The parties may, by mutual consent, terminate this Agreement at any time. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

The Board may terminate this Agreement during its term for one or more of the following reasons:

- a) Inefficiency or incompetence;
- b) Insubordination against reasonable rules of the Board of Education;
- c) Moral misconduct;
- d) Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence; if terminated for this reason the Superintendent or his estate will be compensated for any remaining sick days at a rate of \$50 per day.
- e) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement 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 shall be held within thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) days of the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. Such hearing may be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to his own counsel, at his own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

12. General Provisions

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement 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 the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.



Dr. Walter Willett

Date: 7-8-18



Ms. Colleen Yudichak
Chairperson, Tolland Board of Education

Date: 7-3-18