

Superintendent's Contract

Board of Education of the Town of Preston

It is hereby agreed by and between the Board of Education of the Town of Preston (hereinafter called the "Board") and Dr. Roy Seitsinger (hereinafter called the "Superintendent" or "Dr. Seitsinger") that in accordance with its action on May 1, 2017, the Board has and does approve a contract of employment effective July 1, 2017 and that Dr. Seitsinger hereby accepts employment as the Superintendent of Schools of the Town of Preston upon the terms and conditions set forth hereinafter.

1. DUTIES

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, 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, 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, shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration (attendance at such meetings by the Superintendent shall be in accordance with applicable law). The Superintendent shall receive notice of all Board committee meetings and he or his designee may attend such meetings.

2. OUTSIDE PROFESSIONAL ACTIVITIES

By agreement with the Board, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with meeting his responsibilities as Superintendent.

Additionally, the Superintendent may continue to act in his capacity as an outside educator, provided, such duties do not interfere with his duties and responsibilities as Superintendent and are not performed during the course of the Board's regular business day.

3. PROFESSIONAL GROWTH ACTIVITIES

The Board encourages the continued professional growth of the Superintendent through his participating in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator associations; and

- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the district.

The Board shall permit a reasonable amount of release time for the Superintendent, as he and the Board mutually deem appropriate, to attend such matters and to pay for the necessary fees for travel and subsistence expenses. The amount spent on such activities shall be reasonable, as determined by the Board.

4. WORK YEAR

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

5. TERM

The term of said employment is for three (3) years, from July 1, 2017 to June 30, 2020. The Superintendent and the Board agree that they shall adhere to the following procedures to extend the Superintendent's employment under this contract:

At the Superintendent's discretion, no later than May 1st of each contract year (a contract year is defined as July 1st to June 30th annually), the Superintendent shall notify the Board that he is requesting the Board to consider a new contract and shall provide the Board this contract clause. If such a request is received by the Board on or before May 1st, prior to June 8th of such contract year, the Board shall vote on whether to offer the Superintendent a new contract.

In the event that the Board votes to approve a new contract, the new contract will be based upon a term agreed to by the parties.

Anything in this paragraph to the contrary notwithstanding, the provisions of section 10 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this contract or any extension of this contract.

6. COMPENSATION

The Superintendent's base salary for the July 1, 2017 through June 30, 2018 contract year consists of two parts: (a) a salary of one hundred thirty-eight thousand dollars (\$138,000.00); and (b) an elective tax sheltered annuity in the amount of six thousand dollars (\$6,000.00), provided, however, since the Superintendent will commence work on July 24, 2017, his salary for the July 1, 2017 through June 30, 2018 contract year shall be prorated based on a forty-nine (49) week work year. Accordingly, his salary in year one (1) of this contract shall be one hundred thirty thousand thirty eight dollars and forty-six cents (\$130,038.46).

For the period from July 1, 2018 through June 30, 2019: (1) a base a salary of one hundred thirty-eight thousand dollars (\$138,000.00) plus any increase negotiated by the Board and the Superintendent; and (2) an elective tax sheltered annuity in the amount of six thousand dollars (\$6,000.00).

For the period from July 1, 2019 through June 30, 2020: (1) a base a salary of one hundred thirty-eight thousand dollars (\$138,000.00) plus any increase negotiated by the Board and the Superintendent; and (2) an elective tax sheltered annuity in the amount of six thousand dollars (\$6,000.00).

The Superintendent will have the right to increase the amount of his annuity through his own contributions. Any adjustment in base 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 has entered into a new contract with the Superintendent or that the termination date of the existing contract has been extended.

7. FRINGE BENEFITS AND WORKING CONDITIONS

A. The Board shall provide the Superintendent with the following:

1. Fifteen (15) sick days in each contract year cumulative to one hundred sixty (160) days. Upon termination of employment, remaining accumulated sick days shall be forfeited.
2. Five (5) personal days in each contract year. Such days shall not be cumulative and shall be forfeited upon termination.
3. Twenty-five (25) vacation days in each contract year exclusive of legal holidays.

Vacation days shall not be cumulative, with such days to be taken during each specific contract year that the days are credited. The Superintendent agrees not to use vacation days during either professional development days or school days, without prior written authority from the Board.

Upon separation from employment (regardless of the reason for such separation), the Superintendent shall not be eligible for remuneration for any unused vacation days credited during such contract year.

4. A term life insurance policy in an amount agreed to by the Board and the Superintendent (such agreement shall be affixed to this contract).
5. An amount not to exceed two thousand five hundred dollars (\$2,500.00) annually for short term disability insurance of the Superintendent's choice.

6. Reimbursement for travel expenses incurred in the performance of his duties under this contract:

- (a) for using his own automobile outside of and within the district on school business, reimbursement at the prevailing IRS mileage rate upon receipt of vouchers to be submitted by the Superintendent; and
- (b) the cost for the Superintendent to attend one (1) national conference in each contract year (the conference will be by mutual agreement of the parties).

The costs for attendance at the conference will be based on a fixed dollar figure agreed to by the Board and the Superintendent and shall include the registration cost of the conference, airfare (if applicable), lodging and meals.

7. The full costs of memberships in the American Association of School Administrators, the Connecticut Association of Public School Superintendents, Inc. and two (2) additional organizations selected by the Superintendent and approved by the Board (the parties' agreement on the two (2) additional organizations and the cost to the Board for the two (2) organizations shall be affixed to this contract).

- B. The Superintendent shall be eligible for his choice of health insurance plans provided to certified staff. The Board shall pay ninety percent (90%) of the cost of health insurance premiums for the Superintendent with the Superintendent paying the remaining percentage through payroll deduction. In the event that the Superintendent elects coverage for his family, the Board shall pay ninety percent (90%) of the cost of health insurance premiums for family coverage with the Superintendent paying the remaining percentage through payroll deduction.
- C. The Board shall reimburse the Superintendent for any legal fees incurred as a result of any action brought against him that arises out of his employment as Superintendent of Schools.

8. 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 shall be completed prior to June 1st. 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 (hereafter "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, 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 to agree on the development and adoption of a mutually agreeable evaluation format.

The Board shall adopt an evaluation format arrived at by mutual written agreement of the Board and the Superintendent within ninety (90) calendar days of the commencement of this contract (provided, such period of time may be extended by mutual written agreement of the Board and the Superintendent).

9. EVALUATION

The Board in executive session shall evaluate the Superintendent pursuant thereto within ninety (90) calendar days but not less than sixty (60) calendar days prior to the expiration of each year during the term 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) calendar days of its completion and the Superintendent shall have the right to make a written reaction or response to the evaluation that shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) calendar days of delivery of the written evaluation to the Superintendent, The Board in executive session shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Chairman of the Board shall appoint a committee of not less than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee shall report in writing to the full Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) calendar days. Thereafter, the Board may continue the Committee and require additional reports where necessary.

At the first Board meeting to be held during the evaluation period, the Superintendent shall provide the board this contract clause.

10. TERMINATION

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate this contract upon ninety (90) calendar days written notice to the Board, except that the ninety (90) calendar days' notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this contract of employment during its term for one (1) or more of the following reasons:
 - 1) Inefficiency, incompetence or ineffectiveness;
 - 2) Insubordination against reasonable rules of the Board;
 - 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 the contract for one (1) 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) calendar 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 twenty (20) calendar days after receipt of such request. The Board shall render its decision within fifteen (15) calendar days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

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.

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


11. STATUTES, RULES AND REGULATIONS

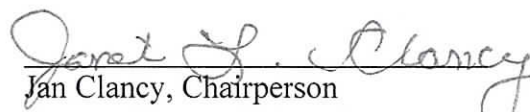
This contract is subject to the statutes of the State of Connecticut and rules and regulations of the Board as such statutes, rules and regulations relate to the powers and duties of the Superintendent.

12. GENERAL PROVISION

- A. If any part of this contract is invalid, it shall not affect the remainder of such contract, but such 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.

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


Dr. Roy Seitsinger
Superintendent of Schools


Jan Clancy, Chairperson
Preston Board of Education

5-1-2017
Date

5-1-2017
Date