

RECEIVED FOR RECORD
WATERFORD, CT

2019 AUG 26 AM 11:03

REC'D HUMAN RESOURCES
JUL 25 2019 AM 8:07

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Waterford (hereinafter called the "Board") and Thomas W. Giard III (hereinafter called the "Superintendent") that the said Board in accordance with its action on June 27, 2019 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Thomas W. Giard III as Superintendent of Schools and that Thomas W. Giard III hereby accepts employment as Superintendent of Schools of upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling him to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the board. In harmony with the policies of the Board of Education and state law, 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 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. 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.
- B. The Superintendent or his designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.

3. TERM:

The term of said employment is from July 1, 2019 to June 30, 2022. 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 the end of the first year of a three-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-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 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 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. The annual base salary of the Superintendent shall be the sum of (a) One Hundred and Ninety-Five Thousand, Nine Hundred and Ninety-Two Dollars and Fifty Four Cents (\$195,992.54) in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of Ten Thousand Dollars and no cents (\$10,000.00), to be paid to the Superintendent in substantially equal installments during the contract year as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) 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 toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.
- B. The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. 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 Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.
- C. The annual base salary shall be pro-rated for any partial years of service as Superintendent.

5. **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.

6. **FRINGE BENEFITS:**

- A. The Board of Education shall provide the Superintendent with seventeen (17) days of sick leave per year, with full pay. Sick leave shall accumulate from year to year until a maximum of one hundred and fifty (150) days is reached. The Board agrees that the Superintendent begins this contract with sixty (60) sick days accumulated. Sick days accumulated from a prior year of service may only be used by permission of the Board Chair, who has the discretion to require medical documentation for use of sick leave. Unused sick days shall not be compensated when employment terminates. Sick leave shall be used for personal illness or injury, or quarantine in accordance with health regulations.
- B. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually. Such days should be taken during the year in which they are earned, however, the Superintendent may carry over up to five (5) unused vacation days from one fiscal year to another without prior approval from the Board. At no time, shall the unused vacation accumulation exceed ten (10) vacation days without prior approval of the Board. Vacation for a partial year of service shall be prorated. Unused vacation days shall not be compensated when employment terminates.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with a maximum of six (6) personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours. Personal leave does not accumulate and shall not be compensated when employment terminates.
- E. The Board of Education shall offer the Superintendent and his dependents with the same health insurance coverage as is provided to certified school district administrators employed by the Board pursuant to a collective bargaining agreement. The Superintendent shall pay the same premium cost share as such other administrators. Should said health insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision, to be effective on July 1st following the change in the health insurance for certified school district administrators employed by the Board pursuant to a collective bargaining agreement.
- F. The Board shall provide the Superintendent with term life insurance in the amount of double the salary amount set forth in Paragraph 4.A.(a) above.

- G. The Board shall pay fifty percent (50%) of the premium for a long-term disability insurance policy for Superintendent to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.
- H. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties, provided such expenses are submitted and approved in accordance with district policies and procedures.
- I. For use of his own automobile on school business, the Superintendent shall be reimbursed at the IRS reimbursement rate on vouchers to be submitted by him in accordance with district policy and procedures.

7. OUTSIDE ACTIVITIES:

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities and learning experiences as the leader and representative of the Waterford Public Schools. Out-of-pocket expenses for such activities will be borne by the Board, when provided for in the district budget and approved by the Board Chair in advance. The Board will expect periodic reports from the Superintendent on these activities.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators and the Southeast Area Superintendents' Association. In addition, the Board shall pay for other such professional and civic group memberships which the Superintendent deems appropriate to maintain and improve professional skills and community obligations, when provided for in the district budget and approved by the Board Chair in advance.
- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, he shall provide the Chairperson written notice of such activities, and obtain the prior approval of the Board Chair with respect to same.

8. EVALUATION:

- A. 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 Waterford Public Schools 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 and shall contain at least the following criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. 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. After conferring with the Superintendent, the Board shall adopt an evaluation format.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.
- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Board Chair may appoint a committee of not fewer 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 may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

9. **TERMINATION:**

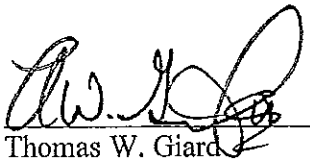
- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
 - (1) Inefficiency, incompetence or ineffectiveness;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;

- (4) Disability as shown by competent medical evidence;
- (5) Other due and sufficient cause.

- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
 - E. In the event the Board seeks to terminate the contract for one of the above reasons set forth in subparagraph C, 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 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 written agreement of the parties.
 - F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.
10. 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. Upon signing, it supersedes all prior agreements between the parties.

WATERFORD BOARD OF
EDUCATION:

SUPERINTENDENT:

By  7/24/2019 Date  7/24/19 Date
Gregory A. Benoit Thomas W. Giard