

**REGIONAL SCHOOL DISTRICT NO. 8  
EMPLOYMENT CONTRACT FOR THE SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Regional School District No. 8 Board of Education (hereinafter referred to as the "Board") and Colin McNamara (hereinafter referred to as the "Superintendent") that the said Board in accordance with its action on March 21, 2022 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Dr. Colin McNamara as Superintendent of Schools and that Dr. Colin McNamara hereby accepts employment as Superintendent of Schools 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 or be otherwise permitted by law 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 such consideration.
- 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, 2022 through June 30, 2025. 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 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 7 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 Ninety-Five Thousand Dollars (\$195,000) in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of Five Thousand Five Hundred Dollars (\$5,500), 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 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.

#### **5. FRINGE BENEFITS:**

- A. The Board shall provide the Superintendent with fifty (50) paid sick days in the first year of employment. The Board shall provide the Superintendent with twenty (20) paid sick days in each subsequent year of employment up to a maximum accumulation of two hundred twenty (220) days. Payment for up to fifteen percent (15%) of unused sick days shall be paid upon separation from employment.
- B. The Board shall provide the Superintendent each fiscal year with five (5) personal days for personal business which cannot be transacted outside of the workday. Such days shall not accumulate from year to year.

- C. The Board shall provide the Superintendent with twenty-five (25) vacation days per year, with such days to be taken during the year in which they are earned, as such, vacation days shall not carry over from one year to the next. Vacation for a partial year of service shall be prorated. The Superintendent shall be entitled to redeem for payment up to five (5) unused vacation days at the end of each contract year. Such payment shall be calculated at the Superintendent's per diem salary rate (calculated at 1/260<sup>th</sup> of the base salary amount set forth in Section 4 of this Agreement for such contract year).
- D. The Superintendent shall have fourteen (14) paid holidays each year, in accordance with the collective bargaining agreement covering administrators employed by the Board.
- E. The Board shall provide the Superintendent with term life insurance during the term of this Agreement in the amount of two times his annual salary.
- F. The Board shall offer the Superintendent and any eligible dependents the same health and dental insurance coverage under the same terms as is provided to certified administrators employed by the Board, including premium contributions.
- G. The Board shall pay the premium for a long-term disability insurance policy to compensate the Superintendent for one hundred percent (100%) of the Superintendent's base salary under this Agreement after ninety (90) calendar days of absence as may be provided for and in accordance with the policy on file in the Board offices.
- H. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred to attend the annual National Conference for Superintendents, subject to the Board policy of any trip exceeding \$1,000 requiring prior Board approval. Such expenses shall be documented and reimbursed in accordance with district procedures.
- I. The Board agrees to reimburse the Superintendent for use of his own automobile on school business in the performance of his duties under this Agreement. Reimbursement shall be at the IRS reimbursement rate. Such mileage shall be documented and reimbursed in accordance with district procedures.
- J. The Board shall provide the Superintendent with a District cell phone.

## **6. 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 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 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. The Board shall adopt an evaluation format within ninety (90) calendar days of the commencement of each year of this agreement.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement, verbally or in writing as the Board may decide after consulting with the Superintendent. 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) calendar 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 Chairperson of the Board 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.

## 7. 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 one hundred twenty (120) calendar days, except that the one hundred twenty (120) calendar 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 or incompetence;
  - (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 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) business 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) business days after receipt of such request. The Board shall render its decision within fifteen (15) business 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.
- 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.
- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and accrued vacation benefits provided for in this Agreement.

## **8. GENERAL PROVISIONS**

- A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- B. This Agreement contains the entire agreement of 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.
- C. The signatories to this Agreement represent and warrant that they are duly authorized to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. The parties further acknowledge that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or

signature via DocuSign or other similar electronic signature program.

- D. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.


IN WITNESS WHEREOF, the Parties have caused this contract to be executed by their proper officers, hereunto duly authorized.

REGIONAL SCHOOL DISTRICT NO. 8 BOARD OF EDUCATION

3/22/22  
DATE

BY:   
Michael Morris, Board Chairperson

3/22/22  
DATE

BY:   
Colin McNamara, Superintendent