

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Hebron (hereinafter called the "Board") and Dr. Thomas Baird (hereinafter called the "Superintendent") that the said Board in accordance with its action on July 12, 2023 by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Dr. Thomas Baird as Superintendent of Schools for the Board for the contract term upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

- A. As a condition precedent to this Agreement continuing in 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, and shall attend such meetings as may be required by the Board.

3. TERM:

The term of said employment is from July 1, 2023 to June 30, 2026. 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 fiscal year (June 30, 2024), the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second fiscal year (June 30, 2025), the Board of Education shall vote for a new three (3) year agreement. At least three (3) months prior to the end of the second year (March 31, 2025), 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 base salary of the Superintendent for the 2023-2024 fiscal year, prorated for any partial year of service, shall be the sum of (a) Two Hundred Thousand, Eight Hundred and Fifty Dollars (\$200,850.00) paid in periodic payments in accordance with the established pay dates for the school district; and (b) an additional amount/percentage of the cash compensation referenced in subsection (a) above, consistent with the annuity provision provided to other certified administrators and detailed in the administrators' contract, to be paid to the Superintendent within the Board's payroll system in substantially equal installments during the fiscal 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 by the Board 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; and (c) the Superintendent will be entitled to the same longevity stipend as other certified administrators in the district to be paid as detailed in the administrators' contract.

For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from his salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in Section A (a), (b), and (c) in this paragraph.

- B. The base salary for any subsequent fiscal 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 base salary for any subsequent fiscal year 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 of Education shall provide the Superintendent with twenty (20) sick days per fiscal year cumulative to two hundred twenty (220) days. Payment for up to fifteen percent (15%) of unused sick days shall be paid upon separation from employment at the daily rate of 1/225 of annual salary times the number of accumulated days.

B. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to ten (10) days, provided that the Superintendent may not accumulate more than ten (10) days in addition to the annual vacation entitlement. The Superintendent shall be entitled to redeem for payment up to five (5) unused vacation days at the end of each contract year. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of employment the Superintendent will be paid for unused vacation days at the daily rate of 1/225 of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.

C. The Superintendent shall be entitled to fourteen (14) paid holidays on the days designated as holidays by the Board of Education. Provided that school is not in session on any of the days set forth below, paid holidays are as follows:

Fourth of July	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents Day + 1 day to be designated
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
The Day after Thanksgiving	
Christmas (2 days)	

D. The Board of Education shall provide the Superintendent annually with five (5) personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.

E. On behalf of himself and any eligible dependents, the Superintendent may elect to participate in the same health and dental insurance coverage as is provided to the school district administrators at the time this contract is signed. The Superintendent shall pay the same premium cost share as such other administrators. Should said insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision. Any portion of premiums for such insurance for which the Superintendent is responsible shall be paid by the Superintendent through payroll deduction. To be eligible to receive these benefits, the Superintendent must submit a written wage deduction authorization permitting the Board to deduct from his salary the appropriate share of the cost of benefits set forth above.

F. The Superintendent shall receive a life insurance policy equal to two times his annual base salary (base salary as described in Section 4(A) above).

G. The Board agrees to reimburse the Superintendent mileage expenses for use of his own automobile for authorized school business of the District. He shall be reimbursed at the IRS reimbursement rate on vouchers to be submitted by him. Mileage expenses shall be reimbursed in accordance with District procedures.

- H. The Board shall provide the Superintendent reimbursement of up to Three Thousand Five Hundred Dollars (\$3,500.00) per fiscal year for actual expenses incurred by the Superintendent for approved professional development activities and/or relevant learning experiences and professional meetings, as approved in writing in advance by the Chairperson of the Board, and provided for in the District budget.
- I. The Board shall provide the Superintendent with a district-issued cellular Smartphone, to be used in accordance with district policies and procedure related to same.
- J. The Board shall pay one hundred percent (100%) of the premium for a long-term disability insurance policy for the Superintendent. In the event the Superintendent becomes incapable of performing his duties under this Agreement by reason of disability, confirmed by way of a medical certification from a physician, the long-term disability benefits shall commence within thirty (30) days of receipt of the physician's medical certification. The benefit shall provide an income to the disabled Superintendent to the maximum available provision available through the district's long-term disability insurance plan provider, but no less than sixty-seven percent (67%) of the Superintendent's base salary up to a maximum benefit of \$12,000 per month, payable until age sixty-five (65) or such time that the Superintendent retires and collects his pension under the provisions of the CT Teachers' Retirement Plan. In no event shall any combination of any paid sick leave, worker's compensation, or disability pay exceed the superintendent's per diem salary rate of 1/225 on any day during any period of disability.
- K. Upon submitting proof of membership and/or supporting documentation, the superintendent shall be reimbursed for costs associated with physical fitness, health and wellness programs for the purpose of health, recreation, and/or relaxation, up to a maximum of One Thousand Two Hundred Dollars (\$1,200.00) per year.

6. OUTSIDE ACTIVITIES:

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Hebron Public Schools. Out-of-pocket expenses for such activities will be borne by the Board, when such activities are provided for in the District budget, and the Board will expect periodic reports from the Superintendent on these activities. Out of pocket expenses shall be reimbursed in accordance with district procedures.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, and the American Association of School Administrators. In addition, the Board shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board, and provided for in the District budget.
- 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.

7. 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 such 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 and Board have agreed to use the CAPSS/CABE recommended process for Superintendent evaluation.
- 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 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.

8. TERMINATION:

- A. The parties may, by mutual written 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, 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.
- 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 in this Agreement.

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. Upon signing, it supersedes all prior agreements between the parties.
- C. Connecticut law shall govern the interpretation, validity, and enforcement of this Agreement.

HEBRON BOARD OF EDUCATION

SUPERINTENDENT

By Heather Petit
 Heather Petit, Chair
 Hebron Board of Education

By [Signature]
 Dr. Thomas Baird

Date 7/13/23

Date 7/13/23